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SIGNATURE DOCUMENT FOR THE HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 529-16-0132-00030 UNDER THE HEALTHY TEXAS WOMEN'S GRANT PROGRAM

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Bexar County Hospital District dba University Health System** ("Grantee" or "Contractor"), having its principal office at 4502 Medical Drive, San Antonio, TX 78229 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

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Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **5,300** Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **$474,165** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee
Bexar County Hospital District dba University Health System
Address: 4502 Medical Drive
San Antonio, TX 78229
Attention: Diana Gonzales
Email: diana.gonzales@uhs-sa.com
Phone: (210) 358-3524

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
Bexar County Hospital District dba University Health System
4502 Medical Drive, MS 45-2
San Antonio, TX 78229-4493
Attention: President & CEO – George B. Hernandez, Jr

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. Execution of Contract

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

System Agency

DocuSigned by:
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Name: Lesley French
Title: Associate Commissioner
Date of execution: 2/6/2017

Grantee

Name: George B. Hernandez, Jr
Title: President & CEO
Date of execution: 10/24/16

The following attachments are attached hereto and incorporated herein by reference:

Attachment A – Healthy Texas Women Open Enrollment Solicitation
Attachment B – Contractor's revised Program Forms
Attachment C – Contractor's revised Budget Documents
Attachment D – Contractor's Open Enrollment Application
Attachment E – Uniform Terms and Conditions
Attachment F – Special Conditions
Attachment G – State Assurances
Attachment H – Federal Assurances
Attachment I – Data Use Agreement

APPROVED AS TO FORM
GRISELDA SANCHEZ
ATTORNEY, LEGAL SERVICES
University Health System

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Attachment A – Healthy Texas Women Open Enrollment Solicitation

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TEXAS
Health and Human
Services Commission

Chris Traylor, Executive Commissioner

Open Enrollment
For
Healthy Texas Women

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

924-16: Laboratory Testing Services
918-88: Quality Assurance Services
948-47: Care Center Services, Health
948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers
948-55: Laboratory Services; Non-Physician
948-74: Physician Professional Services
952-42: Family Planning
952-62: Mental Health Services
952-88: Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	**Lizet Alaniz, CTPM**
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	**(512) 406-406-2423**
Fax:	**(512) 406-406-2695**
Email Address:	**lizet.alaniz@hhsc.state.tx.us**

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	**05/27/16**
Open Enrollment Period Closes	**5:00 PM CST**

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Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	**9:00 AM CST 06/02/16**
HHSC Post Awards to Electronic State Business Daily (ESBD)	**As contracts are executed**
Anticipated Contract Start Date	**7/1/16**

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

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Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

- determined to be "Active" by the Texas Comptroller of Public Accounts: http://www.cpa.state.tx.us/taxinfo/coasintr.html;

- located in Texas and have a Texas business address; and

- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

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a. does not perform or Promote Elective Abortions;
b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

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reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

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1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the ESBD search page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

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Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

(1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;

(2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;

(3) Staff development and training related to HTW Fee-for-Service Program service delivery; and

(4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

A. Identify the services it proposes to provide;
B. Identify the Priority Population to be served;
C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
E. Provide an organizational Chart;
F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

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Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
    a. Medical Director's involvement in the QA/QI activities;
    b. Activities used to identify trends of needed improvement and the frequency of those activities;
    c. Activities to ensure correction and follow-up to findings identified;
    d. Use and frequency of client satisfaction surveys;
    e. System used to identify, report, and monitor adverse outcomes; and
    f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

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Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:
Applicant must:

A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
d. Define the time frame for accomplishing each objective/activity.
e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

A. Geographic boundaries of the community (urban or rural, physical environment);

B. General demographic data (age, gender, ethnicity, etc.);

C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);

D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and

E. Priority Population for Applicant's project, including:
   1. Geographic service area (See Form B);

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NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).

F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

A. Appropriate signage;

B. Space for clinical and administrative functions;

C. Secure storage of records and medical supplies;

D. Disposal of medical waste;

E. CLIA certification;

F. Accessibility;

G. Emergency policies;

H. Interpreter policies;

I. Compliance with ADA; and

J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

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2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;

B. Identification of specific training for eligibility and billing staff;

C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and

D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;

B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and

C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

A. Inform the public of its purpose and services;
B. Enhance community understanding of its objectives;
C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
D. Enlist community support; and
E. Recruit potential clients for the HTW Program.

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The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and

2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

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at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

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Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

> **NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

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2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is $18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	$18,000,000
Region 1	$598,665
Region 2	$3,60,963
Region 3	$4,426,189
Region 4	$764,775
Region 5	$530,255
Region 6	$4,169,157

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Region 7	$1,964,974
Region 8	$1,875,695
Region 9	$370,578
Region 10	$784,901
Region 11	$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of $100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John Wesley.Smith@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

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4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

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- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. **Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or**

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B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; **or**

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

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  - a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.
The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

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4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

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5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016** at **9:00 A.M. (CST) to discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call. Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerP(

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

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5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content,* of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST)** on **July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

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All Applications become the property of HHSC after submission.

All Applications must be:

A. clearly legible
B. sequentially page-numbered and include the Applicant's name at the top of each page;
C. organized in the sequence outlined in Section 3.8;
D. bound in a notebook or cover;
E. Correctly identified with the open enrollment number and submittal deadline;
F. responsive to all Application requirements;
G. Typed on 8 ½" by 11" paper;
H. In Arial or Times New Roman font, size 12 for normal text, no less that size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary
Section 2 – Completed Forms A - M-1:

Form A:	Application Table of Contents and Checklist
Form B:	Texas Counties and Regions List Served By Project
Form C:	Contact Person Information
Form D:	DELETED
Form E:	DELETED
Form F:	Budget Summary & Details
Form G:	Applicant Background
Form H:	Funding Request and Performance Measures
Form I:	Work Plan
Form J:	Assessment Narrative
Form K:	Healthy Texas Women Clinic Site Readiness
Form K-1:	Healthy Texas Women Clinic Sites
Form L:	Staff Development Plan
Form L-1:	Staff Development Training Calendar
Form M:	Community Education/Program Promotion Plan
Form M-1:	Community Education/Program Promotion Calendar

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5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

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- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI) http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at: http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

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6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.

B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

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7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

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TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

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TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

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PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

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FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	☐	
B	Texas Counties and Regions List Served by Project	☐	
C	Contact Person Information	☐	
D	DELETED	☐	
E	DELETED	☐	
F	Budget Summary and Details	☐	
G	Applicant Background	☐	
H	Funding Request and Performance Measures	☐	
I	Work Plan	☐	
J	Assessment Narrative	☐	
K	Healthy Texas Women Clinic Site Readiness	☐	
K-1	Healthy Texas Women Clinic Sites	☐	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	☐	
L	Staff Development Plan	☐	
L-1	Staff Development Training Calendar	☐	
M	Community Education/Program Promotion Plan	☐	
M-1	Community Education/Program Promotion Calendar"	☐	
	Contracting Forms: HHSC Business Opportunities Webpage • Child Support Certification; • Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts; • Required Certifications; • Federal Lobbying Certification; • Anti-Trust Certification; • Respondent Information and Disclosures; and • Information Security and Privacy Initial Inquiry (SPI) http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf	☐	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	☐	

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FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	☑	R
-A-		
Anderson	☐	04
Andrews	☐	09
Angelina	☐	05
Aransas	☐	11
Archer	☐	02
Armstrong	☐	01
Atascosa	☐	08
Austin	☐	06
-B-		
Bailey	☐	01
Bandera	☐	08
Bastrop	☐	07
Baylor	☐	02
Bee	☐	11
Bell	☐	07
Bexar	☐	08
Blanco	☐	07
Borden	☐	09
Bosque	☐	07
Bowie	☐	04
Brazoria	☐	06
Brazos	☐	07
Brewster	☐	10
Briscoe	☐	01
Brooks	☐	11
Brown	☐	02
Burleson	☐	07
Burnet	☐	07
-C-		
Caldwell	☐	07
Calhoun	☐	08
Callahan	☐	02
Cameron	☐	11
Camp	☐	04
Carson	☐	01
Cass	☐	04
Castro	☐	01
Chambers	☐	06
Cherokee	☐	04
Childress	☐	01
Clay	☐	02
Cochran	☐	01
Coke	☐	09
Coleman	☐	02
Collin	☐	03
Collingsworth	☐	01
Colorado	☐	06
Comal	☐	08
Comanche	☐	02
Concho	☐	09
Cooke	☐	03
Coryell	☐	07
Cottle	☐	02
Crane	☐	09
Crockett	☐	09
Crosby	☐	01
Culberson	☐	10
-D-		
Dallam	☐	01
Dallas	☐	03
Dawson	☐	09
Deaf Smith	☐	01
Delta	☐	04
Denton	☐	03
DeWitt	☐	08
Dickens	☐	01
Dimmit	☐	08
Donley	☐	01
Duval	☐	11
-E-		
Eastland	☐	02
Ector	☐	09
Edwards	☐	08
Ellis	☐	03
El Paso	☐	10
Erath	☐	03
-F-		
Falls	☐	07
Fanning	☐	03
Fayette	☐	07
Fisher	☐	02
Floyd	☐	01
Foard	☐	02
Fort Bend	☐	06
Franklin	☐	04
Freestone	☐	07
Frio	☐	08
-G-		
Gaines	☐	09
Galveston	☐	06
Garza	☐	01
Gillespie	☐	08
Glasscock	☐	09
Goliad	☐	08
Gonzales	☐	08
Gray	☐	01
Grayson	☐	03
Gregg	☐	04
Grimes	☐	07
Guadalupe	☐	08
-H-		
Hale	☐	01
Hall	☐	01
Hamilton	☐	07
Hansford	☐	01
Hardeman	☐	02
Hardin	☐	05
Harris	☐	06
Harrison	☐	04
Hartley	☐	01
Haskell	☐	02
Hays	☐	07
Hemphill	☐	01
Henderson	☐	04
Hidalgo	☐	11
Hill	☐	07
Hockley	☐	01
Hood	☐	03
Hopkins	☐	04
Houston	☐	05
Howard	☐	09
Hudspeth	☐	10
Hunt	☐	03
Hutchinson	☐	01
-I-		
Irion	☐	09
-J-		
Jack	☐	02
Jackson	☐	08
Jasper	☐	05
Jeff Davis	☐	10
Jefferson	☐	05
Jim Hogg	☐	11
Jim Wells	☐	11
Johnson	☐	03
Jones	☐	02
-K-		
Karnes	☐	08
Kaufman	☐	03
Kendall	☐	08
Kenedy	☐	11
Kent	☐	02
Kerr	☐	08
Kimble	☐	09
King	☐	01
Kinney	☐	08
Kleberg	☐	11
Knox	☐	02
-L-		
Lamar	☐	04
Lamb	☐	01
Lampasas	☐	07
La Salle	☐	08
Lavaca	☐	08
Lee	☐	07
Leon	☐	07
Liberty	☐	06
Limestone	☐	07
Lipscomb	☐	01
Live Oak	☐	11
Llano	☐	07
Loving	☐	09
Lubbock	☐	01
Lynn	☐	01
-M-		
Madison	☐	07
Marion	☐	04
Martin	☐	09
Mason	☐	09
Matagorda	☐	06
Maverick	☐	08
McCulloch	☐	09
McLennan	☐	07
McMullen	☐	11
Medina	☐	08
Menard	☐	09
Midland	☐	09
Milam	☐	07
Mills	☐	07
Mitchell	☐	02
Montague	☐	02
Montgomery	☐	06
Moore	☐	01
Morris	☐	04
Motley	☐	01
-N-		
Nacogdoches	☐	05
Navarro	☐	03
Newton	☐	05
Nolan	☐	02
Nueces	☐	11
-O-		
Ochiltree	☐	01
Oldham	☐	01
Orange	☐	05
-P-		
Palo Pinto	☐	03
Panola	☐	04
Parker	☐	03
Parmer	☐	01
Pecos	☐	09
Polk	☐	05
Potter	☐	01
Presidio	☐	10
-R-		
Rains	☐	04
Randall	☐	01
Reagan	☐	09
Real	☐	08
Red River	☐	04
Reeves	☐	09
Refugio	☐	11
Roberts	☐	01
Robertson	☐	07
Rockwall	☐	03
Runnels	☐	02
Rusk	☐	04
-S-		
Sabine	☐	05
San Augustine	☐	05
San Jacinto	☐	05
San Patricio	☐	11
San Saba	☐	07
Schleicher	☐	09
Scurry	☐	02
Shackelford	☐	02
Shelby	☐	05
Sherman	☐	01
Smith	☐	04
Somervell	☐	03
Starr	☐	11
Stephens	☐	02
Sterling	☐	09
Stonewall	☐	02
Sutton	☐	09
Swisher	☐	01
-T-		
Tarrant	☐	03
Taylor	☐	02
Terrell	☐	09
Terry	☐	01
Throckmorton	☐	02
Titus	☐	04
Tom Green	☐	09
Travis	☐	07
Trinity	☐	05
Tyler	☐	05
-U-		
Upshur	☐	04
Upton	☐	09
Uvalde	☐	08
-V-		
Val Verde	☐	08
Van Zandt	☐	04
Victoria	☐	08
-W-		
Walker	☐	06
Waller	☐	06
Ward	☐	09
Washington	☐	07
Webb	☐	11
Wharton	☐	06
Wheeler	☐	01
Wichita	☐	02
Wilbarger	☐	02
Willacy	☐	11
Williamson	☐	07
Wilson	☐	08
Winkler	☐	09
Wise	☐	03
Wood	☐	04
-Y-		
Yoakum	☐	01
Young	☐	02
-Z-		
Zapata	☐	11
Zavala	☐	08

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FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

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FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

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FORM G: APPLICANT BACKGROUND GUIDELINES

Legal Business Name of Applicant: _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.

2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.

3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.

4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).

6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
   A. Experience subcontracting with other organizations/providers;
   B. Experience developing subcontracts and subcontract negotiations;
   C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
   D. Experience providing technical assistance to subcontractors, including budget development and management;
   E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
   F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
   G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
   H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

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FORM G: APPLICANT BACKGROUND

Legal Business Name of Applicant: _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

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FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Applicant: _____

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	$

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	

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FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.

2. Required attachments are not counted in the page maximum.

3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

a. Identify the services Applicant intends to provide;
b. Identify the Priority Population to be served;
c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
e. Provide an organizational Chart
f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
b. At a minimum, provide the following information:
    1) Medical Director's involvement in the QA/QI activities;
    2) Activities used to identify trends of needed improvement and the frequency of those activities;
    3) Activities to ensure correction and follow-up to findings identified;
    4) Use and frequency of client satisfaction surveys;
    5) System used to identify, report, and monitor adverse outcomes; and
    6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

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Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:

a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
d. Define the time frame for accomplishing each objective/activity.
e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

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FORM I: WORK PLAN

Legal Business Name of Applicant: _____

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

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FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

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FORM I: WORK PLAN

Program Component C Professional Development				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

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FORM I: WORK PLAN

Program Component D Recruitment				
Goals:				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**

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FORM I: WORK PLAN

Program Component E
LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

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FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
    a. Geographic boundaries (urban or rural, physical environment);
    b. General demographic data (age, gender, ethnicity, etc.);
    c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
    d. General description of community-wide health status (e.g., key morbidity/mortality statistics).

2. A description of the Priority Population including:
    e. Geographic service area (Form B);
    f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
    g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
    h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

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FORM J: ASSESSMENT NARRATIVE

Legal Business Name of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

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FORM K
CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Applicant: _____

Clinic Site # of _____

Appropriate signage to identify funded entity?	☐ Yes	☐ No
Space for clinical and administrative staff?	☐ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☐ Yes	☐ No
Proper disposal for medical waste?	☐ Yes	☐ No
CLIA certification for level of tests performed?	☐ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☐ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☐ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☐ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☐ Yes	☐ No
Compliance with ADA requirements?	☐ Yes	☐ No
Financial management systems including secure data storage?	☐ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Applicant: _____

Clinic Site # of ____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite:
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:	Class:		
TPI#:	NPI#:		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes ☐ No			
Mobile Site: ☐ Yes ☐ No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

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FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name of Applicant: _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

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FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name of Applicant: _____

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training

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FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

   Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

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APPENDICIES

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Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**

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Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
	87625	49.47
	87660	28.20

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	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services

Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

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	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

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	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	**Procedure Codes**	**Reimbursement Rates**
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

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Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services

Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services

Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

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	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	**Procedure Codes**	**Reimbursement Rates**
Medicine - Immunization administration		

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	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

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Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

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Note: Appendix B not numbered in accordance with Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

TEXAS
Health and Human Services Commission

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

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such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

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Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

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the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

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ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

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determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

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or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

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Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

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the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

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9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

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additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

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c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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Appendix C: HHSC Special Conditions Version 1.0



HHSC Special Conditions 1 0.pdf

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Note: Appendix C not numbered in accordance with Open Enrollment

TEXAS
Health and Human Services Commission

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC Special Conditions – Version 1.0
Published and Effective: March 1, 2016
Responsible Office: Office of Chief Counsel, HHSC Contract Group

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

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the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

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(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

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(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

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AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

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ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

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14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

Legal Business Name of Applicant: _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI Number _____
If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ☐ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

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Effective Date of Certification_____through 12/31/_____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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% FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 1

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	**159,586**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	**96,222**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	**1,179,889**	**100%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	**203,866**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	**141,350**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	**1,111,372**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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% FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 7

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	**523,803**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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% FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 8

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	**500,004**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	**98,785**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	**209,231**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates 2013

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	**574,151**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

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Attachment B – Contractor's Revised Program Forms

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Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Eastside Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 210 N. Rio Grande

City/State/Zip Code San Antonio, TX 78202

Telephone Number 210-644-8707

Provider's primary physical address:

Street Address 210 N. Rio Grande

City/State/Zip Code San Antonio, TX 78202

Telephone Number 210-644-8707

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

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Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Zarzamora Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 4503 S. Zarzamora

City/State/Zip Code San Antonio, TX 78221

Telephone Number 210-644-8620

Provider's primary physical address:

Street Address 4503 S. Zarzamora

City/State/Zip Code San Antonio, TX 78221

Telephone Number 210-644-8620

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

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Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System South Flores Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 7902 S. Flores

City/State/Zip Code San Antonio, TX 78221

Telephone Number 210-644-8120

Provider's primary physical address:

Street Address 7902 S. Flores

City/State/Zip Code San Antonio, TX 78221

Telephone Number 210-644-8120

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
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   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
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- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

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  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

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Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Salinas Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 630 S. General McMullen

City/State/Zip Code San Antonio, TX 78237

Telephone Number 210-644-8520

Provider's primary physical address:

Street Address 630 S. General McMullen

City/State/Zip Code San Antonio, TX 78237

Telephone Number 210-644-8520

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

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An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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   - ✓ I affirm that this statement is true and correct.
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   - ✓ I affirm that this statement is true and correct.
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   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

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Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

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If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Robert B. Green Campus

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 903 W. Martin

City/State/Zip Code San Antonio, TX 78207

Telephone Number 210-358-3582

Provider's primary physical address:

Street Address 903 W. Martin

City/State/Zip Code San Antonio, TX 78207

Telephone Number 210-358-3582

DEFINITIONS

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❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Naco Perrin Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 4020 Naco Perrin

City/State/Zip Code San Antonio, TX 78217

Telephone Number 210-644-8920

Provider's primary physical address:

Street Address 4020 Naco Perrin

City/State/Zip Code San Antonio, TX 78217

Telephone Number 210-644-8920

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name University Health System Kenwood Clinic

Federal Tax ID Number 74-6002164

NPI Number 1245313329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 302 Dora San Antonio, TX 78212

City/State/Zip Code 302 Dora San Antonio, TX 78212

Telephone Number 210-644-8020

Provider's primary physical address:

Street Address 302 Dora

City/State/Zip Code San Antonio, TX

Telephone Number 210-644-8020

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***01/01/2017*** through ***08/31/2017***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

❒ Terminate HTW certification

Signature: _____

Printed Name: Roberto Villarreal, MD, MPH

Title: Senior Vice President, Research and Information Management

Date: 1-13-17

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System Kenwood Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *302 Dora San Antonio, TX 78212*

City/State/Zip Code *302 Dora San Antonio, TX 78212*

Telephone Number *210-644-8020*

Provider's primary physical address:

Street Address *302 Dora*

City/State/Zip Code *San Antonio, TX*

Telephone Number *210-644-8020*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term ***"affiliate"*** means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 12-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Eastside Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *210 N. Rio Grande*

City/State/Zip Code *San Antonio, TX 78202*

Telephone Number *210-644-8707*

Provider's primary physical address:

Street Address *210 N Grande*

City/State/Zip Code *San Antonio, TX 78202*

Telephone Number *210-644-8707*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

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The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
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furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

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1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Naco-Perrin Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *4020 Naco Perrin*

City/State/Zip Code *San Antonio, TX 78217*

Telephone Number *210-644-8920*

Provider's primary physical address:

Street Address *4020 Naco Perrin*

City/State/Zip Code *San Antonio, TX 78217*

Telephone Number *210-644-8920*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- South Flores Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *7902 S. Flores*

City/State/Zip Code *San Antonio, TX 78221*

Telephone Number *210-644-8120*

Provider's primary physical address:

Street Address *7902 S. Flores*

City/State/Zip Code *San Antonio, TX 78221*

Telephone Number *210-644-8120*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term ***"Promote"*** means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System\

This certification pertains to the following billing or performing provider:

Provider Name University Health System- Salinas Clinic

Federal Tax ID Number 74-6002164

NPI Number 124513329

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 630 S. General McMullen

City/State/Zip Code San Antonio, TX 78237

Telephone Number 210-644-8520

Provider's primary physical address:

Street Address 630 S. General McMullen

City/State/Zip Code San Antonio, TX 78237

Telephone Number 210-644-8520

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ✓ I affirm that this statement is true and correct.
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   ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

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- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

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  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Zarzamora Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *4503 S. Zarzamora*

City/State/Zip Code *San Antonio, TX 78211*

Telephone Number *210-644-8620*

Provider's primary physical address:

Street Address *4503 S. Zarzamora*

City/State/Zip Code *San Antonio, TX 78211*

Telephone Number *210-644-8620*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

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The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
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furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   - ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   - ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   - ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

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APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Robert B. Green Campus*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *903 W. Martin 4th Floor*

City/State/Zip Code *San Antonio, TX 78207*

Telephone Number *210-358-3582*

Provider's primary physical address:

Street Address *903 W. Martin 4Th Floor*

City/State/Zip Code *San Antonio, TX 78207*

Telephone Number *210-358-5742*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

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4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
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- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

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  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 11-9-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

a. Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
b. Direct clinical care for women deemed presumptively eligible for the HTW Fee-for- Service Program;
c. Staff development and training related to HTW Fee-for-Service Program service delivery; and
d. Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	$ 474,165

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be served	**5300**

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FORM I: WORK PLAN GUIDELINES

Program Administration UHS proposes to serve 5300 clients with family planning and wrap-around primary health care services who are Texas residents and meet the eligibility criteria as outlined for the Healthy Texas Women Program (HTW). The seven identified clinics are located in Bexar County and will serve residents who present at one of the designated UHS clinics for contraceptive and/or primary health care. Women who present at one of the CareLink, UHS financial assistance program, service centers will be screened for HTW and when assisted with enrollment. Additionally, unfunded patients who present at one of the other UHS clinics or at one of the urgent care clinics will be diverted as appropriate and/or educated about the services available. There are currently over 3,100 women registered in the CareLink program who meet the HTW criteria.

Women's health and primary care are co-located at each clinic site and clients will be able to take advantage of the services without having to be referred out to any outside providers. UHS is also prepared to provide pathology, radiology, diagnostic services and surgery within its own system. No service will be provided by an outside party.

UHS is committed to maintaining an infrastructure that expanses primary based care practice with a focus on prevention, wellness, and disease management. The Preventive Health Clinic services (immunizations, diagnosis and treatment, family planning, health education, diagnostic tests, and emergency services) are essential elements of the current UHS primary health model of care. UHS has adapted principles recommended by the Institute of Medicine (IOM), the National Committee for Quality Assurance (NCQA), American Academy of Family Practice (AAFP), American Academy of Pediatrics (AAP) and other professional organizations to set the guiding principles for the UHS medical home model (www.TransferMED.com). UHS is able to achieve this integrated practice model through the long-term investments in systems management focusing on workforce, policies, and support systems. UHS is accredited by The Joint Commission and most recently has received recognition for the American Nurses Credentialing Center as a Magnet® nursing organization. UHS has extensive corporate policies regarding employment, personnel, training, orientation, infection control, medical records management, emergency preparedness, safety, ethics, and other infrastructure policies and procedures.

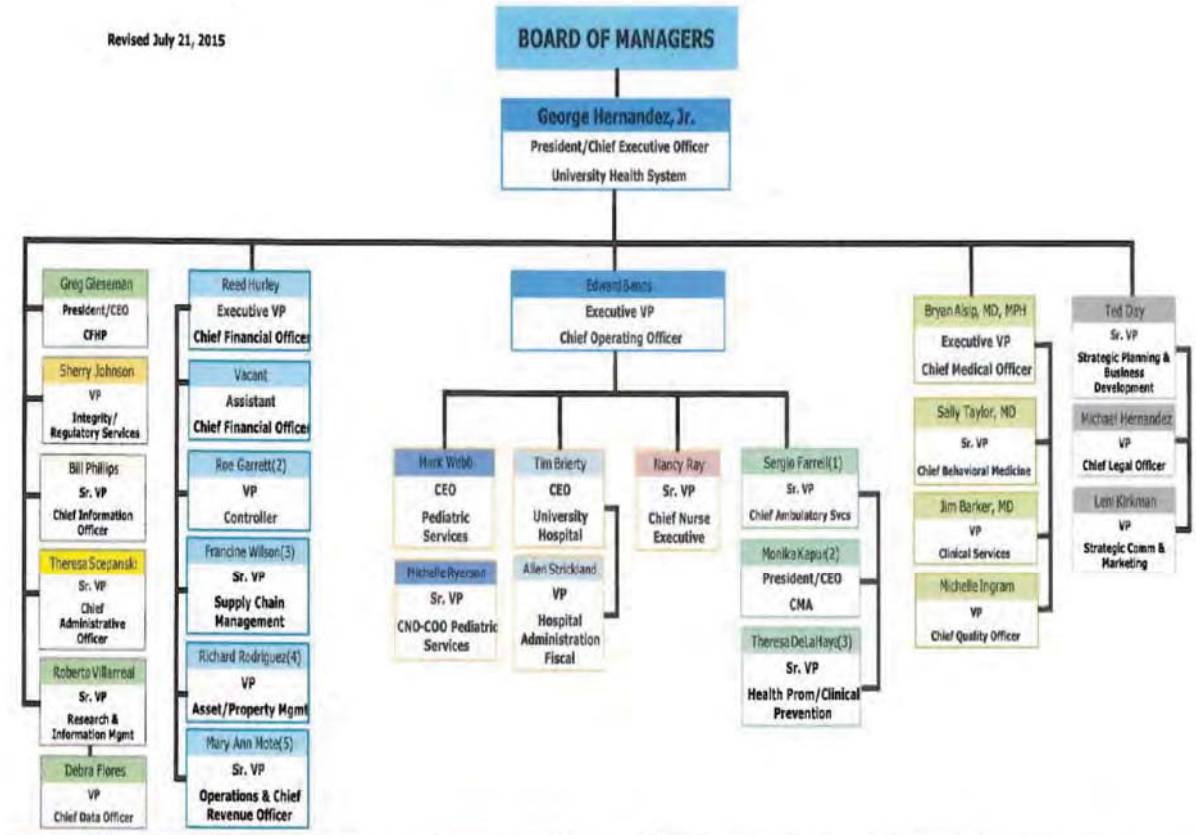
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Each employee at UHS receives a criminal background check, a license search if applicable, and business/school reference inquiry. UHS employee orientation includes reviewing the history, mission, and values of the organization as well as information on confidentiality and patient protection (HIPAA privacy rule), on-the-job safety and emergency procedures education, cultural competency, child abuse, domestic violence, and other specific instruction related to the job classification. UHS has a system-wide electronic appointment, medical record, and billing processes. Client appointments can be made at any location for any clinical site and the electronic medical record provides real-time patient information and available for all providers to view. In addition, the UHS intranet enables the employees to have access to on-line training opportunities, web-based literature search engines, electronic pharmacy and medical care resources. University of Texas Health Science Center at San Antonio (UTHSCSA) is the academic partner for UHS. As the academic partner, UHS has access to cutting-edge medical, nursing, and allied health practices and nationally known research practitioners. The clinic sites are each staffed by one full-time Family Nurse Practitioner, two full-time Registered Nurses, two full-time Licensed Vocational Nurses, three Medical Assistants, and the clerical staff members. The Registered Nurses are trained in Texas Health Steps examinations and have standing delegation orders for assessment and interventions for new clients seeking family planning and prenatal care. The Family Nurse Practitioner is presently caring for only family planning, well child, and prenatal patients until the funds can be secured for primary care physician to be at the clinical site each week.

Each clinical site has a Class D pharmacy, CLIA certification for point of care testing, and vaccine for children (VFC) immunizations. Required laboratory tests are drawn at the clinical site and transported to a UHS laboratory. The results are transmitted through the electronic medical record with secure health messaging functions for abnormal results and policies for critical laboratory reporting. For Radiology requests, the clinical staff assesses the patient for barriers to keeping the appointment time and refer the client to a patient navigator

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Revised July 21, 2015



Josie Molina Dir Ped/Congenital Heart	Carmen Sanchez Dir Clinical Informatics	Andrea Casas Exec Dir Human Resources	Ted Lamar Deputy CIO	Brigid Sheridan(3) Dir Legal Accountables Svc	Gary McWilliams, MD Virginia Mize (1) Med Dir/Exec Dir CareLink	Rosanne Rosa-Fenwick(1) Exec Dir RBGC	Erik Beckers(1) Exec Dir Bus Svc Amb	Alfred Koenig III Senior Exec Dir Hospital Operations	A.J. Sandoval Chief of Police
Tim Gonzales Exec Dir Fed Amb	Richard Woodley Dir Ethics Services	Jacque Berard Exec Dir Center for Learning Excellence	Brenda Sellers Dir Business Info Systems	Mark Richerson(2) Dir Pharmacy	Leticia Aguilar MD(2) Ronald Schenk(1) Dir North Clinic	Ramon Gallegos, Jr.(1) Dir Ops Medicine Clinic	Marla Harvell(1) Dir NW Region Clinic	Ruby Jackson Senior Exec Dir Trauma & Emergency Svc	Bonnie Murfin Exec Dir Oper Excellence
Marla Roth Erin Rogers Dir Patient Care Svcs	Sheryl Cobb Dir Quality Improvement	Teresa Pignoni Dir Employee Health & Wellness	Gene Winfrey Dir Bio-Medical	Jeannette Vigil(6) Exec Dir Patient Rel. Svc	William Kottmer MD(2) Med Dir SE/UCOH Clinic Andrew Garza(1) Dir SE Clinic	Brian Gibson(1) Dir Amb Call Center	Amy Hensyl(1) Dir Practice Development Joan Autry (1) Dir Amb Business Svc	Britta DeVolder Polly Smith Dir Perioperative Svc	Adryan Fernandez-Smith Dir Oper Excellence
John Atchley Bld Fed Service Line Ops	Sidney Nau Dir Clinical Risk Mgmt	Denise Pruett Exec Dir UHS Foundation	April Grosier Dir IT Service Delivery	Lisa Dodge(5) Dir Clinical Documentation	MD (2) David Cernal(1) SW Clinic	Kathryn Smith-Gonzalez Dir Amb Care Access	Charles Reed Exec Dir Dir of Excel - Pt Care	Pablo Rojas Dir Emergency Svc	Jason Schweitzer Dir Oper Excellence
Louis Brandner Senior OP Project	Beth Ann Kavanagh Dir Infection Control	Yolanda Acosta Worklife Counselor	Peggy McLemore Dir Data Security	Dorothy Krumbholz(3) Exec Dir Care Coordination	Liem Chi Du MD(2) Med Dir RBG EMC	Vacant (1) Exec Dir Health Svc Comm	Michael Jones Exec Dir Respiratory Care	Tracy Comer-Pouncy Dir Trauma Svc	Lisa Sanchez Exec Dir Pt Centered Care
Diane Salvador Dir Project Budgeting	Christopher Copeland Dir Professional Staff Svc	Hortensia C-Ursanovics Dir Volunteer Svc	Lori Savoie Dir Computer Training	Velma Perales-Diaz(5) Exec Dir Medical Info Svc	Kourosh Jahangir MD(2) Med Dir NW Clinic	Noel Schaffer(1) Dir RBGC-ASC	Kendra Froehlich Dir ECMO Advance Tech	Maureen Miller Exec Dir Radiology/CL Svc	Mary Alice Ayer Dir Center for Caring
Tim Gwyn Dir Project Controls	Kami Rapp Patient Safety Officer	Martha Rodriguez Senior Dir DHCS	Karen Glenney Dir Corp Records Library	Frank Boland(5) Dir Pt Access Services	Kathy LaCerda MD(2) Med Dir TCH-ENDO	Ami Mehta(1) Dir OT/PT RBGC	Christina Ludyco Exec Dir Rehabilitation Svc	Fred Cox Dir Non-Invasive Cardiology	
Cesar Silva Dir Facilities Project	Julie Wisloff Dir Palliative Care	Katherine Whitely, MD Medical Dir DHCS	Bill Munch Dir Infrastructure	Vacant (5) Dir Coding & Reimbursement	Juanita Murray (5) Dir Quality Outcomes Amb	Briana Warnicke(1) Dann Hall (3) Dir Operations	Barbara Santana Dir Patient Care Svc	Stephanie Whitehead Exec Dir Pathology Svc	
Tricia Kiernan Exec Dir Marketing/Comm	Larry Parsons Dir Behavioral Health Svc	Cate Kavanaugh Dir Environment of Care	Bill Marsh Dir Clinical Info Systems	Sebastian Parfrey(5) Dir Project Mgrs Ops	Jennifer Northway(3) Dir Injury Prevention	Angela Casias(3) Exec Dir Ambulatory Svc	Lawrence Olguin Dir Capacity Mgmt	Priscilla Nieto Dir Pathology Svc	Yogesh Mirchandani GM Nutritional Svc
Jessica Cava Dir Patient Satisfaction	Allen Powell, MD Chief Medical Info Officer	Donovan Agnew Dir Emergency Mgmt	Ariel Friedman Dir Project Management	Felix Alvarez(5) Exec Dir Procurement Svc	Yvonne Venegas (3) Dir Clinic Prog-FACTS	Anna McAndrew(3) Dir Health Care Svc	Lindsey Herman Dir Hospital Operations	David Paul Dir Fiscal Mgmt	Jennifer Milton Dir Transplant Program
Andrew Smith Dir Government Relations	Ana Canales Dir DSRIP Project Mgmt	Nino Salazar Senior Dir Health Analytics	Robert Rattenbury(2) Dir Budget & Finance	Alan Green(3) Dir Materials Mgmt Ops	Katherine Diaz(3) Dir Health Care Svc	Stephanie Stefan(3) Dir Dialysis Svc	Jill Resendez Exec Dir MARC-NSC	Thomas Unruh Dir Contract Admin	Regina Delgado Dir Marketing
Carol Huber Dir RHP Facilitation Laura Gomez Dir Business & Strategy	Maria Vergel Dir Grants & Research Leah Mariez Dir Funded Programs	Shunica Harris Dir Clinical Research Michelle Silva Dir Health Informatics	Joe Fernandez(2) Exec Dir Decision Support	Robert Pimentel(3) Clinical & Value Analysis	Jerry Cotton(4) Dir Fleet Svc	Diana Gonzales(3) Dir Health Care Svc-PHC	Joe Greeley GM Plant Engineering	Margie Gutierrez Dir Business Info Syt	Patricia Jones Senior Dir Transplant Ops
Belinda Garcia-Rattenbury Dir Operations Mgmt	Anna Tsarenok Senior Dir Research	Bill Bedwell Exec Dir Reimbursement	James Garcia(2) Exec Dir Financial Accounting	Vacant(5) Dir Managed Care	Art Kirtland(4) Dir Asset Mgmt	Cheryl Bonaventer(3) Dir Peritheruntal Prog	Michael Tyer Dir Central Utility Plant	Dawn Wills Dir Environmental Svc	Regina Wilson Dir OP Organ Transplant

Inpatient Nursing Exec Dir & Directors	
Irene Sandate Magnet Program	
Michael Dodd	
Susan Gerhardt	
Josie Smith	
Rachel Rivas	
Michael Payne	
Ronald Estrella	
Maria Legarde	
Eric Diehl	
Mary Ellen Michaelide	
Houston Supervisors	
Thomas Colbert	
Mary Ann Leja	
John Banks	
Minerva Cardenas	
Amy Sullivan	
Fiscal Pool	
Joyce Cervilles	
Jeannette Drennan	

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e. Job Descriptions – behind Form I narrative

The budget will be monitored by the contract manager and coordinator who provides oversight over the contract and billing. The coordinator will manage a 'checkbook' to monitor expenses that will be reconciled to the budget management system used by UHS staff. The payroll budget will be managed and monitored by the financial accounting staff who manage grants and contract budgets through a grants management system. The information will be reviewed monthly at a grants team meeting made up of staff who monitor compliance, operations staff and staff who manage and coordinate the program.

Quality Assurance The role of the UHS internal Quality Management (QM) committee is to provide a systematic and consistent approach to clinical performance through assessment of the appropriateness of care. Moreover, the QM committee assures quality control measures are reviewed by monitoring services, identifying responsible staff and assuring documentation requirements are being met. Additionally, the committee reviews and evaluates administrative policies and procedures and reviews the facilities as a whole through Joint Commission Tracers. Tracers are monitoring tools to assess compliance with Joint Commission environment of care standards.

The QM committee meets every month. The Medical Director is responsible for overseeing the QM program in order to disseminate clinical practice guidelines, preventive health guidelines and communication of information and decisions to practitioners and staff for follow-up on corrective actions identified by the QM committee. A calendar is set identifying what grants, program and issues will be reviewed at each meeting. Clinical and eligibility audits and specific indicators are conducted per program and presented at the identified meeting. These indicators include eligibility and billing compliance, compliance with DSHS regulations, standing delegation orders, protocols, and specific indicators selected through trend analysis. Each supervisor is responsible for corrective action and follow-up for all findings identified in the QM meeting. The committee meeting minutes reflect the previously identified items and the follow-up required. At the subsequent meeting, these items are reviewed and any outstanding actions are discussed by the committee members. Client satisfactions surveys are conducted on a quarterly basis at each clinic. Once an issue is identified as needing improvement, a process is created and implemented to improve customer satisfaction by engaging staff members to define ways to improve.

Adverse outcomes are defined as those occurrences causing an actual injury or having the potential to cause injury to a client, visitor or staff. Events are reported in a timely manner

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using the electronic web-based UHS risk management system. In June of 2015, UHS launched a new electronic reporting of incidents and occurrence with the potential of adverse outcomes called eRaF. As an incident happens, the staff document in the reporting system and it is tracked by risk management through to resolution. The reporting system includes an action plan, timeline for actions and expected resolution. The program allows for other clinics, departments and staff involved to have access to the management of the situation. Each level of management and leadership receives the information automatically to ensure appropriate and timeliness of resolutions. Adverse events are reported and trended at each of the QM meetings. The QM committee's role in performance and outcome measures is to ascertain and quantify the effectiveness of clinical performance efforts by measuring the impact on patient outcomes and communicating progress reports. The process for identifying these is by utilizing measures provided by the U.S. Preventive Task Force, Centers for Medicaid and Medicare Services and the Department of State Health Services. Ten charts per clinic are reviewed each month for compliance. If the chart does not meet 100% compliance, the measures are reviewed again until 100% compliance is met. Reports of noncompliance are provided to the clinic supervisors and to educators in order for corrective actions to be passed on to their staff.

Protocols and standing delegation orders (SDOs) are developed by nursing leadership, nurse practitioners and physicians. The SDOs are presented at a separate quality committee as well – Clinical Quality Indicators committee. The practitioners develop the SDOs and then present at the CQI and CMT meetings for feedback and execution. The SDOs are reviewed annually to ensure the information and data and practice is still current.

There are also Standard Operating Procedures (SOPs) that guide the principles by which the clinical practice will be governed. The SOPs are typically related to non-clinical functions but rather set the expectations for staff behavior and practice. The SoPs include how to report child abuse, referral follow-up, client rights, adolescent rights and staff education to name a few. The SOPs are also included in the quality calendar and reviewed annually to ensure the procedures are up to date. Once the SOPS and SDOs are reviewed and sign by the respective medical directors, operations leadership and management.

Professional Development UHS recognizes the responsibility to provide services to a culturally diverse population. Each year UHS staff are required to complete competencies that include a session on service excellence where staff are provided training on providing the best care to patients from varying backgrounds, languages and ages. Providers in particular then must attend additional competencies to ensure they have the information and training required to manage a diverse population of patients.

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UHS has worked to ensure multi-lingual staff are available when necessary and employs a telephone line and a computer-based applications that can be access via IPads for the convenience of all. Additionally, UHS has developed a medical interpreter training where staff attend 40 hours of training and are required to pass a test to be available to officially interpret medical information to patients. Providing the language in the clients native tongue is not only sensitive but clinically important to ensure the client understands the providers instruction.

Another important aspect of sensitivity is providing the services, in particular family planning services, while protecting the privacy of the patient. Annually, staff must complete an online education program on the importance of protecting the patient's privacy. Providers and clinical staff providing family planning services are also trained on motivational interviewing in an effort to ensure they are asking questions in a manner that would elicit information to assist in their care.

Staff who will attend training for the program include staff responsible for clinical outcomes: Medical Director, Executive Director for Women's Health, Nurse Educators, along with Program Coordinator and Contract Manager. The billing, eligibility will also be available for training when posted: Billing/Eligibility staff, Front-Desk staff, Clinic Operations Manager, Program Coordinator and Contract Manager.

Recruitment Through the A Su Salud program model, UHS has developed an outreach and inreach program based on the stages of change model. A plan to specifically reach the community about HTW will be developed utilizing the model. The program deploys outreach staff into communities to provide information, education and an access point into services. Targets of the program will be neighborhoods, churches, employers, community centers that are located in targeted areas of town; areas with a concentration of women who have no health insurance and may not access care in general. A phone number will be developed and promoted in the community as a place to call and ask for information, be screened and assisted with enrollment.

The focus of the program is reaching out to the community via newsletters and public services announcement with positive images and messages about the importance of screening. Two staff people will be dedicated to promoting the HTW program, screening

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women for the program and promoting enrollment opportunities and assisting women with enrollment.

The staff will work with issues specific outreach specialist – breast and cervical - and join them in outreach opportunities. Additionally, the staff will accompany CareLink outreach specialist to health fairs and presentations to be available to answer specific information and assist with enrollment. The HTW specialist will also serve as the content experts on eligibility and will assist program coordinator with training for the CareLink enrollment specialists and other staff within the system as requested.

The staff will focus on the outreach plan but will also work to ensure women currently seen at the Health System are enrolled. An inreach program will be targeted at CareLink member who are HTW-eligible. A mailer will be sent to the group informing them of the program, offering basic eligibility and opportunities for enrollment. Telephone call outs, texts if client has given permission, may be included in the plan as a means to reach the identified population of woman.

Long-Acting Reversible Contraception Usage University Health System is dedicated to offering a comprehensive array of contraceptive services. In particular over the last few years, UHS has worked to increase the utilization of LARCs.

UHS will provide all of the services within its own clinic and hospital and will not need to subcontract any service out. Currently IUDs and implantable devices are both available to the clients who are seen at the clinics and postpartum. The Nurse Practitioners have all been trained to insert, manage clients on LARCs and remove for those who request. The Medical Director provides training, or a provider may choose to attend an offsite training, they are then ‘mentored ‘ after a prescribed period they are deemed to be able to complete the procedure.

The Medical Director will provide two trainings within the program term to educate on LARCs. The training will be directed at the clinic staff both clinical and administrative and additionally a training and overview will be provided the mid-level providers who primarily manage contraceptive clients as part of their onboarding process.

The education provided to clients will be based on the information that is provided via the DSHS/HHSC grants on Tiers. Clinic staff and providers have been trained on reviewing all methods with clients. The Nurse Educator completed a packet of information for all clinical

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staff to use as a tool when discussing options with clients.

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Track Expenses for HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Track expenses to ensure appropriate management of funds	- Create checkbook - Enter expenses weekly - Review expenses and checkbook with financial accounting at monthly grants meeting	Monthly checkbook stored in shared drive Report submitted to monthly grants meeting	Program Coordinator	August 31, 2017

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Enroll HTW-eligible CareLink clients into HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Train CareLink Staff on HTW eligibility criteria and enrollment process	- Create a presentation and support documents - Schedule time at scheduled CareLink Friday staff meetings	Meeting scheduled and completed - Agenda - Meeting sign-in	Program Coordinator Contract Manager CareLink leadership	July 30, 2016
Ensure Medicaider is HTW-ready and compatible	- Work with Network Science to ensure compatability	Number of enrolled via Medicaider	CareLink Leadership Program Coordinator Contract Manager	September 30, 2016
Train staff on enrolling via Medicaider	- Create a presentation and support documents - Schedule time at scheduled CareLink Friday staff meetings	Number of HTW clients enrolled via Medicaider	CareLink Leadership Program Coordinator Contract Manager	September 30, 2016

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FORM I WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Implement a Quality Assurance Process for HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Ensure QA Committee (Clinical Management Team or CMT) meets monthly	- Monthly Pre-CMT meeting for agenda conference - Monthly reporting documents	Monthly Meeting - Sign in sheets - Meeting minutes Documented and stored in the Women's Health admin offices	Executive Director for Women's Health and Medical Directors	August 31, 2017
Conducted HTW chart audits	RN auditor completes audit utilizing monitoring tool provided or a tool patterned after the DSHS Family Planning tool – 10 charts per clinic/quarter	Monitoring tools require 80% or better achieved on indicators Results are submitted into the CMT meeting notes	RN auditor	Quarterly through August 31, 2017
Provide overview of audit results to nursing administration	- Prepare audit - Finalize report and recommendations	Monthly – nurse supervisors meeting following the CMT meeting Sign in Sheet Meeting Notes	RN Auditor	Monthly – August 31, 2017

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FORM I: WORK PLAN

Program Component C Professional Development				
Goals: Integrate HTW education into the Women's Health education program				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Provide two LARC-specific education program for all Women's Health staff	- Schedule date and location - Confirm Medical Director for presentations - Identify and prepare material for distribution	Staff sign in sheet or badge scanner report Dates of training	RN Educators	August 31, 2017
Complete two eligibility trainings for billing/eligibility staff	- Schedule meetings - Confirm presenters - Identify and prepare material for distribution and reference	Sign in sheet Dates of traiing	Operations Manager, contract manager and program coordinator	August 31, 2017

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FORM I: WORK PLAN

Program Component D Recruitment				
Goals: Implement and outreach process for HTW enrollment				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Hire two outreach coordinators	- Confirm job description - Post position - Interview and hire	Staff hired	Contract Manager in collaboration with Executive Director for Women's Health and A Su Salud program staff	September 30, 2016
Inreach – enroll HTW-eligible CareLink members into HTW	- Identify HTW-eligible CareLink members - Mail a promotion piece – call to action is to call for screening and potential enrollment - Schedule appointment for enrollment	-Track number of women contacted - Number of women who respond - Number of women who enroll	Program Coordinator Outreach Staff	August 31, 2017

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FORM I: WORK PLAN

Program Component E LARC Usage				
Goals: Increase the utilization of LARCs				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Produce two newsletter/promotion pieces to utilize as education o the LARCs and their effectiveness	- Identify topics for inclusion - Identify role models - Layout and produce promo piece - Distribute at outreach activities	2 newsletter - Fall 2016 - Spring 2017	Program Coordinator Outreach Staff	May 2017

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Attachment C – Contractor's Revised Budget

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FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	$296,160	$296,160	$0
B. Fringe Benefits	$77,002	$77,002	$0
C. Travel	$8,798	$8,798	$0
D. Equipment	$0	$0	$0
E. Supplies	$828,600	$6,100	$822,500
F. Contractual	$66,280	$43,180	$23,100
G. Other	$604,725	$42,925	$561,800
H. Total Direct Costs	$1,881,565	$474,165	$1,407,400
I. Indirect Costs			
J. Total (Sum of H and I)	$1,881,565	$474,165	$1,407,400

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$296,160	$296,160	Fringe Benefits	$77,002	$77,002
	Travel	$8,798	$8,798	Equipment	$0	$0
	Supplies	$828,600	$828,600	Contractual	$66,280	$66,280
	Other	$604,725	$604,725	Indirect Costs	$0	$0

TOTAL FOR:	Distribution Totals	$1,881,565	Budget Total	$1,881,565

List any budget assumptions below:
The Medical Director for EPHC will be contracted as the Medical Director for HTW; current contracts for physician services will be amended to inlcude HTW; Up to 200 women will be covered with categorical funding during the presumptive period for office visits, pharmaceutical, supplies, pathology and radiology services; the staff currently on EPHC will be funded through Aug 31 and only 12 months of funding will be required

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FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Nurse Educator	N	Provide clinical education for providers, clinic staff as well as provide assistance with navigation and case management for patients - currently EPHC funded	1	RN	$6,500.00	12	$78,000
Program Coordinator	N	Provide clinic support, training of front desk staff for eligibility, billing and outreach oversight - currently EPHC funded	1	NA	$4,600.00	12	$55,200
Outpatient Customer Service Representative	N	Provide eligibility, screening, verification, billing, clinic support for billing and coding and navigation services to clients as needed -currently EPHC funded	2	NA	$2,750.00	12	$66,000
Outreach Coordinator	Y	Execute marketing and outreach efforts for recruitment of clients into the program working with internal and external partners.	2	NA	$3,120.00	14	$87,360
Pharmacist	N	Provide support to Class D pharmacy stock - order, stock, educate and audit - to assure appropriate stock and compliance -currently EPHC funded	0.1	RPh	$8,000.00	12	$9,600
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0

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SalaryWage Total	$296,160

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:	
FICA 7.65; workers compensation 1.21; health insurance 3.33; pension, retirment and social security 11.08; other to include 457, dental, life insurance, long term disability, tuition, employee assistance, unemployment insurance, pto, jury duty and reservist leave 2.73		
	Fringe Benefit Rate %	26.00%
	Fringe Benefits Total	$77,002

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FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Conference as required by HHSC for training	Training for Program Staff- 3 staff x 2 - 2day conferences - 156 x .54 x 3 staff'; 3 staff x $100/per diem; $150 per night x 3 staff			Mileage	$506
				Airfare	
				Meals	$1,200
				Lodging	$1,800
				Other Costs	
				Total	$3,506
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

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Total for Conference / Workshop Travel $3,506

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Monthly mileage for outreach and education staff, coordinator and nurse educator 2 staff x 200 miles/month x 14 months 2 staff x 100 miles/month x 14 months	9800	$0.540	$5,292		$5,292
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $5,292

Other / Local Travel Costs: $5,292 **Conference / Workshop Travel Costs:** $3,506 **Total Travel Costs:** **$8,798**

Indicate Policy Used: **Respondent's Travel Policy** ☐ **State of Texas Travel Policy** ☐

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FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

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FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **Bexar County Hospital District dba University Health System**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Office Supplies	Office Supplies for dedicated staff $150 x 14 months	$2,100
Medical Devices ($400/avg x 10 clients)	Medical Devices - coverage for Long Acting Reversible Contraceptives for women seen during the presumptive period	$4,000
Medical Devices ($400/avg x 1750 clients)	Medical Devices - coverage for Long Acting Reversible Contraceptives for women seen during the presumptive period	$700,000
Pharmaceuticals ($8,750 x 14 months) (50% of current monthly expenditure)	Pharmaceuticals to support fee-for-service program	$122,500
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$828,600**

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FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Univeristy of Texas Health Science Center San Antonio	Medical Direction	Physician to provide medical direction related to policy, clinical practice, operations, etc… Currently the Med Director for EPHC and Family Planning - categorical	monthly	12	$3,260.00	$39,120
Univeristy of Texas Health Science Center San Antonio	Pathology Physician Services	Contract for physician services for any lab work (usually abnormal paps) that require addition physician reading - categorical to cover clients in the presumptive period-categorical	monthly	14	$150.00	$2,100
Univeristy of Texas Health Science Center San Antonio	Radiology Physician Services	Contract for physician services for radiologist services - breast screening and diagnostic services, etc..- categorical	monthly	14	$140.00	$1,960
						$0
Univeristy of Texas Health Science Center San Antonio	Radiology Physician Services	Contract for physician services for radiologist services - breast screening and diagnostic services, etc.. - ffs	monthly	14	$800.00	$11,200

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Univeristy of Texas Health Science Center San Antonio	Pathology Physician Services	Contract for physician services for any lab work (usually abnormal paps) that require addition physician reading -ffs	monthly	14	$850.00	$11,900
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: **$66,280**

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FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Office Visit Funding (200 x $50 avg)	Office visit funding to cover women who are seen in the presumptive period - up to 200 women - categorical	$10,000
Pathology Servces (14 months x $1790/month)	Pathology services to cover women who are seen in the presumptive period - up to 200 women - categorical	$25,085
Radiology Services (14 months x $350/month) (60% of total; 40% listed undercontractual)	Radiology service to cover women who are seen in the presumptive period - categorical	$2,940
Contraceptive Pharmaceuticals (14 months x $350/month)	Pharmaceutical funding to cover women who are seen in the presumptive period - up to 200 women - categorical	$4,900
Pathology Servces (14 months x $30,000/month) $30,000 is 50% of current expenditure between EPHC and Family Planning	Pathology services- fee-for-service program	$420,000
Radiology Services (14 months x $2,000/month) (60% of total; 40% under contractual)	Radiology services - fee-for-service program	$16,800
Office Visit Funding (2500 x $50 avg)	Office visit funding - fee-for-service program	$125,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$604,725**

Revised: 7/6/2009

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FORM F - 7 Indirect Costs

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Total amount of indirect costs allocable to the project: **Amount:**

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:
BASE:

_____

Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

_____

20% per rfp

GO TO PAGE 2 (below)

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Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

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SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

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FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

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FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

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FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

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Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

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FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

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Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

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FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: $0

Revised: 7/6/2009

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FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: $0

Revised: 7/6/2009

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: $0

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: $0

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

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Attachment D – Contractor's Original Application

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

TEXAS
Health and Human
Services Commission

Chris Traylor, Executive Commissioner

Request for Proposals (RFP) for
Healthy Texas Women

RFP No. 529-16-0094

Date of Release: 3/22/2016

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

BEXAR COUNTY HOSPITAL DISTRICT dba UNIVERSITY HEALTH SYSTEM

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Executive Summary

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Bexar County Hospital District, dba University Health System (UHS), is a political subdivision of the state of Texas. The legal entity was created in 1955 to provide medical care to the indigent of Bexar County. University Health System's origin date back to 1916 when the city of San Antonio and the county of Bexar jointly sponsored the Robert B. Green Memorial Hospital to provide medical services to the community's indigent. Today, it is the 3rd largest public health system in the state. It is one of the largest employers in Bexar County with more than 6,500 employees, nearly 700 resident physicians an operating budget of $1.2 billion for 2015.

University Health System has the capacity, infrastructure and experience to conducted the proposed scope of work. With over 40 years of experience managing women's health grants, its clinical experience, geographically diverse community clinics, quality management program, eligibility process and financial systems UHS in uniquely positioned to ensure the successful launch of the Healthy Texas Women (HTW) program. The HTW identified clinics provide both women's health and primary care and women enrolled will not need to seek HTW care outside of the UHS system. Her medical care will be documented in the electronic medical record to be access by any provider within the system to ensure true continuity of care.

Also unique to UHS is the CareLink program, a financial assistance program funded by the tax payers of Bexar County. The financial requirements for the HTW and the CareLink program are the same and thus most women who are enrolled in HTW will also be eligible for CareLink to provide her medical needs outside of the HTW covered benefits.

UHS has successfully completed a clinical monitoring visits by the DSHS in 2015 for its grants programs and a financial audit in 2014. Additionally, the clinical processes, the eligibility and billing processes that were put in place for the Expanded Primary Health program will assist in the transition from the current state to the new program. Both the clinical, operational and financial systems are in place to support the successful launch of Healthy Texas Women.

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FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist		3
B	Texas Counties and Regions List Served by Project		4
C	Contact Person Information		5
D	Deleted -- nothing to be submitted		
E	Deleted -- nothing to be submitted		
F	Budget Summary and Details		6-16
G	Respondent Background		17-91
H	Funding Request and Performance Measures		92
I	Work Plan		93-125
J	Assessment Narrative		126-129
K	Healthy Texas Women Clinic Site Readiness		130-143
K-1	Healthy Texas Women Clinic Sites*		130-143
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
L	Staff Development Plan		144-148
L-1	Staff Development Training Calendar		149-150
M	Community Education/Program Promotion Plan		151-153
M-1	Community Education/Program Promotion Calendar		154-156

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification		203
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts		204
3	Required Certifications		205-206
4	Federal Lobbying Certification		207
5	Anti-Trust Certification		208
6	Respondent Information and Disclosures		209-212
7	HUB Subcontracting Plan (HSP)		193-201
8	HHS Information Security and Privacy Initial Inquiry (SPI)		213-221

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FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby		01	Hays		07	Martin		09	Schleicher		09
Anderson		04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	-D-	☐		Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam		01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-	☐		DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth		10	Milam	☐	07	Stonewall		02
Bandera	☐	08	Dimmit		08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson		01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	-I-	☐		Montague	☐	02	-T-	☐	
Bee	☐	11	-E-	☐		Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	-J-	☐		Moore		01	Taylor	☐	02
Bexar XXX	☒	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis		03	Jasper	☐	05	-N-	☐		Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	-F-	☐		Jim Hogg	☐	11	Newton		05	Travis		07
Brazos	☐	07	Falls	☐	07	Jim Wells		11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fanning	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	-O-	☐		-U-	☐	
Brooks	☐	11	Fisher	☐	02	-K-	☐		Ochiltree		01	Upshur		04
Brown		02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	-P-	☐		-V-	☐	
-C-	☐		Franklin		04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde		08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	-G-	☐		Kimble	☐	09	Parmer	☐	01	-W-	☐	
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney		08	Polk		05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	-L-	☐		-R-	☐		Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg		04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	-H-	☐		Liberty	☐	06	Roberts	☐	01	Winkler		09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall		03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	-Y-		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving		09	-S-	☐		Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	-Z-		
Coryell		07	Harris		06	Lynn		01	San Augustine		05	Zapata		11
Cottle	☐	02	Harrison	☐	04	-M-	☐		San Jacinto	☐	05	Zavala		08
Crane		09	Hartley		01	Madison		07	San Patricio		11			
Crockett		09	Haskell		02	Marion		04	San Saba		07			

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FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts			
Administrative Official		*Co Administrative mpliance Administrator*	
Last Name:	Hernandez	Last Name:	Villarreal
First Name:	George	First Name:	Roberto
Salutation:	Mr.	Salutation:	Dr.
Title:	CEO/President	Title:	Sr. Vice President, Research&Inf Mgt
Email:	George.hernandez@uhs-sa.com	Email:	roberto.villarreal@uhs-sa.com
Phone:	210- 358 2000	Phone:	210-358-5999
Financial Director		*Medical Director*	
Last Name:	Garcia	Last Name:	Plastino
First Name:	James	First Name:	Kristen
Salutation:	Mr	Salutation:	Dr.
Title:	Executive Director	Title:	Family Planning/EPHC
Email:	james.garcia@uhs-sa.com	Email:	plastino@uthscsa.edu
Phone:	210-358-9301	Phone:	210-567-7036
Primary Program Contact		*Executive Director*	
Last Name:	McAndrew	Last Name:	Gonzales
First Name:	Anna	First Name:	Diana
Salutation:	Ms	Salutation:	Ms
Title:	Director	Title:	Executive Director
Email:	anna.mcandrew@uhs-sa.com	Email:	diana.gonzales@uhs-sa.com
Phone:	210-358-3222	Phone:	210.358-3524

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FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Respondent must complete each of the required budget forms. . The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist respondent in developing its proposed budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, respondents should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this RFP for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.



Final HTW budget.xlsx

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	$296,160	$296,160	$0
B. Fringe Benefits	$77,002	$77,002	$0
C. Travel	$8,798	$8,798	$0
D. Equipment	$0	$0	$0
E. Supplies	$834,600	$12,100	$822,500
F. Contractual	$66,280	$43,180	$23,100
G. Other	$607,640	$45,840	$561,800
H. Total Direct Costs	$1,890,480	$496,128	$1,394,352
I. Indirect Costs	$364,840	$99,225	$265,615
J. Total (Sum of H and I)	$2,255,320	$595,353	$1,659,967

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$296,160	$296,160	Fringe Benefits	$77,002	$77,002
	Travel	$8,798	$8,798	Equipment	$0	$0
	Supplies	$834,600	$834,600	Contractual	$66,280	$66,280
	Other	$607,640	$607,640	Indirect Costs	$364,840	$364,840

TOTAL FOR:	Distribution Totals	$2,255,320	Budget Total	$2,255,320

List any budget assumptions below:
The Medical Director for EPHC will be contracted as the Medical Director for HTW; current contracts for physician services will be amended to inlcude HTW; Up to 200 women will be covered with categorical funding during the presumptive period for office visits, pharmaceutical, supplies, pathology and radiology services; the staff currently on EPHC will be funded through Aug 31 and only 12 months of funding will be required

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FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Nurse Educator	N	Provide clinical education for providers, clinic staff as well as provide assistance with navigation and case management for patients - currently EPHC funded	1	RN	$6,500.00	12	$78,000
Program Coordinator	N	Provide clinic support, training of front desk staff for eligibility, billing and outreach oversight - currently EPHC funded	1	NA	$4,600.00	12	$55,200
Outpatient Customer Service Representative	N	Provide eligibility, screening, verification, billing, clinic support for billing and coding and navigation services to clients as needed -currently EPHC funded	2	NA	$2,750.00	12	$66,000
Outreach Coordinator	Y	Execute marketing and outreach efforts for recruitment of clients into the program working with internal and external partners.	2	NA	$3,120.00	14	$87,360
Pharmacist	N	Provide support to Class D pharmacy stock - order, stock, educate and audit - to assure appropriate stock and compliance -currently EPHC funded	0.1	RPh	$8,000.00	12	$9,600
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS			$0
					SalaryWage Total		$296,160

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Conference as required by HHSC for training	Training for Program Staff- 3 staff x 2 - 2day conferences - 156 x .54 x 3 staff'; 3 staff x $100/per diem; $150 per night x 3 staff			Mileage	$506
				Airfare	
				Meals	$1,200
				Lodging	$1,800
				Other Costs	
				Total	$3,506
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Total for Conference / Workshop Travel $3,506

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Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Monthly mileage for outreach and education staff, coordinator and nurse educator 2 staff x 200 miles/month x 14 months 2 staff x 100 miles/month x 14 months	9800	$0.540	$5,292		$5,292
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $5,292

Other / Local Travel Costs: $5,292 **Conference / Workshop Travel Costs:** $3,506 **Total Travel Costs:** $8,798

Indicate Policy Used: **Respondent's Travel Policy** ☐ **State of Texas Travel Policy** ☐

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
	TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS			$0

Total Amount Requested for Equipment: **$0**

Revised: 7/6/2009

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FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **Bexar County Hospital District dba University Health System**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Office Supplies	Office Supplies for dedicated staff $150 x 14 months	$2,100
Medical Devices ($400/avg x 25 clients)	Medical Devices - coverage for Long Acting Reversible Contraceptives for women seen during the presumptive period	$10,000
Medical Devices ($400/avg x 1750 clients)	Medical Devices - coverage for Long Acting Reversible Contraceptives for women seen during the presumptive period	$700,000
Pharmaceuticals ($8,750 x 14 months) (50% of current monthly expenditure)	Pharmaceuticals to support fee-for-service program	$122,500
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$834,600**

Revised: 7/6/2009

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FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Univeristy of Texas Health Science Center San Antonio	Medical Direction	Physician to provide medical direction related to policy, clinical practice, operations, etc... Currently the Med Director for EPHC and Family Planning - categorical	monthly	12	$3,260.00	$39,120
Univeristy of Texas Health Science Center San Antonio	Pathology Physician Services	Contract for physician services for any lab work (usually abnormal paps) that require addition physician reading - categorical to cover clients in the presumptive period-categorical	monthly	14	$150.00	$2,100
Univeristy of Texas Health Science Center San Antonio	Radiology Physician Services	Contract for physician services for radiologist services - breast screening and diagnostic services, etc..- categorical	monthly	14	$140.00	$1,960
						$0
Univeristy of Texas Health Science Center San Antonio	Radiology Physician Services	Contract for physician services for radiologist services - breast screening and diagnostic services, etc.. - ffs	monthly	14	$800.00	$11,200
Univeristy of Texas Health Science Center San Antonio	Pathology Physician Services	Contract for physician services for any lab work (usually abnormal paps) that require addition physician reading -ffs	monthly	14	$850.00	$11,900
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: $66,280

Revised: 7/6/2009

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FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Office Visit Funding (200 x $50 avg)	Office visit funding to cover women who are seen in the presumptive period - up to 200 women - categorical	$10,000
Pathology Servces (14 months x $2,000/month)	Pathology services to cover women who are seen in the presumptive period - up to 200 women - categorical	$28,000
Radiology Services (14 months x $350/month) (60% of total; 40% listed undercontractual)	Radiology service to cover women who are seen in the presumptive period - categorical	$2,940
Contraceptive Pharmaceuticals (14 months x $350/month)	Pharmaceutical funding to cover women who are seen in the presumptive period - up to 200 women - categorical	$4,900
Pathology Servces (14 months x $30,000/month) $30,000 is 50% of current expenditure between EPHC and Family Planning	Pathology services- fee-for-service program	$420,000
Radiology Services (14 months x $2,000/month) (60% of total; 40% under contractual)	Radiology services - fee-for-service program	$16,800
Office Visit Funding (2500 x $50 avg)	Office visit funding - fee-for-service program	$125,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$607,640**

Revised: 7/6/2009

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FORM F - 7 Indirect Costs

Legal Name of Respondent: Bexar County Hospital District dba University Health System

Total amount of indirect costs allocable to the project: **Amount:** $364,840

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:
BASE:

_____

Applies only to governmental entities. The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

_____

20% per rfp

_____

GO TO PAGE 2 (below)

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Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

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FORM G: RESPONDENT BACKGROUND

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

1. Bexar County Hospital District, dba University Health System (UHS), is a political subdivision of the state of Texas. The legal entity was created in 1955 to provide medical care to the indigent of Bexar County. University Health System's origin date back to 1916 when the city of San Antonio and the county of Bexar jointly sponsored the Robert B. Green Memorial Hospital to provide medical services to the community's indigent. Today, it is the 3rd largest public health system in the state. It is one of the largest employers in Bexar County with more than 6,400 employees, nearly 700 resident physicians an operating budget of $1.2 billion for 2015.

University Health System operates 716 acute care and specialty beds and serves as the premier Level I trauma center for a 22-county area of South/Central Texas. University Health System's outpatient facilities provide primary care and specialty outpatient care throughout Bexar County.

Mission: The mission of the University Health System is to promote the good health of the community by providing the highest quality of care to both inpatients and outpatients, by teaching the next generation of health professionals and by supporting research thereby advancing medical knowledge and improving the delivery of patient care.

Vision: We will continuously improve the health and well-being of the people of Bexar County, South Texas and beyond.

Values:
-Our patients come first.
-We work as a team
-We work for the community
-We will do everything with respect, dignity, sensitivity, and trust
-We will be experts at our jobs
-Education and research are important to excellent patient care

The Board of Managers is the governing body of the University Health System. The Board is composed of seven members who are appointed by the Bexar County Commissioners' Court. Each member serves for a term of two years and there is no limit on the number of terms a member may serve. Members serve in an unpaid capacity. The Board is entrusted with the interpretation of the UHS's mission and stewardship of its resources. It is responsible for the overall governance and management as described under the provisions of Chapter 281 of the Texas Health and Safety Code, and as delegated by the Commissioners' Court. It sets goals, plans and performance for the Health System and assures appropriate policies, procedures and systems are in place. The UHS Chief Executive Officer reports to the Board of Managers.

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2. The President/CEO performs duties required by a Board of Managers and supervises work and activities through the Executive Vice President, Chief Operating Officer. The Executive Vice President/Chief Operating Officer provides oversight to both the outpatient and inpatient services. The hospital leadership also includes the Chief Nurse Executive, the Chief Nursing Officer and the Executive Vice President/Chief Medical Officer.

The ambulatory leadership includes the Senior Vice President/Chief Ambulatory Services who provides oversight to all of the ambulatory services in conjunction with the Senior Vice President for Community Health and Clinical Prevention Programs and the CEO of Community Medicine a physician group practice.

The ambulatory clinics are split into quadrants – North, South, East and West – and are managed by an Executive Director. The Executive Directors provide operational oversight of the clinic in collaboration with an assigned Medical Director. Each clinic is managed by a Director or a Nurse Supervisor who provide daily clinical oversight and a manager for the needed operational support.

Additionally, because of the demand and needs of the population, UHS has invested in several service lines – pediatric, dialysis, women's health. Each has an Executive Director and as well as operations and clinical staff to provide the daily operations and clinical support.

The Medical staff is responsible and accountable for improving quality, appropriateness and efficiency of medical care provided and overseeing the quality of patient care provided. UHS provides multi-level access to care through University Hospital, a Level I trauma center for South Texas; ambulatory sites providing primary, specialty and preventive healthcare services; dialysis centers; a nonprofit physician practice group, Community Medicine Associates; AirLIFE emergency air medical transport program; an indigent care program, CareLink; and Community First Health Plans, Inc. The UHS medical staff includes more than a thousand board-certified physicians and 700 resident physicians affiliated with the University of Texas Health Science Center at San Antonio (UTHSCSA).

UHS Directors have access to all support divisions within UHS including human resources, financial accounting, legal, learning resources, medical records, pharmacy,

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research, information technology, data security, facilities maintenance, and other clinical support departments.

The Senior Vice President for Research and Information Management serves as the gatekeeper for activities related to research, data governance, research protocols and grants. The department ensures adherence and accountability for all contracts, grants and research programs.

3. See Attached - resumes and CVs – behind Form G

4. UHS has long been committed to providing quality care to the medically underserved and in particular to women's health. The Women's Health Service line encompasses the care of women at every point in her life – family planning, well-woman, prenatal care, diabetes care, breast and cervical care to name a few. UHS is a proud recipient of a number of grants focusing on women's health – Title V maternity, family planning, Breast and Cervical Cancer Services, CPRIT, Susan G. Komen- all dedicated to providing services to women who have no other resources.

UHS has the capacity, infrastructure, and experience to conduct the proposed scope of work and has a long history of effectively providing women's health services and family planning services. UHS has been a recipient of women's health grants for over 40 years and has vast experience in managing family planning programs including Title X, IX WHP and TWHP as well as experience in providing prenatal care and breast and cervical cancer services. Over the years, the Family Planning programs have provided access to low-income and uninsured women in the community to receive the necessary medical care and services. The Susan G. Komen for the Cure and the Alamo Breast Cancer Foundation grant fund breast screening and diagnostic services for the intended population. The Nurse Family Partnership provides day-to-day case management service by pairing a Registered Nurse with younger pregnant women and two years post-delivery to provide the support and education necessary for a healthy delivery and early start to the child.

University Health System has been a leader in the provision of women's care and contraceptive care. In partnership with the City of San Antonio's Medicaid Waiver Project, University Health System provides Long Acting Reversible Contraceptives

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(LARCs) or a contraceptive injections to young women under the age of 20 with appropriate consent when requested. The program has focused on providing the service postpartum prior to the teen leaving the hospital. Under the same program UHS has built a partnership with the Juvenile Detention Center and provides well-woman and contraceptive care to young women who are incarcerated. The young women are bused to one of the clinics where staff have been trained to be 'teen-friendly'. As a result of the program and the training, two young women have been reported as human trafficking victims. One had never been reported yet had been in the custody of the juvenile system for months.

In 2016, UHS has focused on providing LARCs to postpartum women prior to leaving the hospital. Women who are CHIP Perinate are made eligible for the Family Planning program prior to their estimated date of delivery. Women are Medicaid are provided information and education while inpatient and given options for contraception. The contraceptive is given or a woman may opt to visit a clinic after she leaves the hospital to discuss further. The Medical Director has provided process, policy development and training on offering inpatient contraceptive services. The education used in the ambulatory and inpatient is based on the Tier system provided by DSHS for grant programs.

DSHS's awarding of millions of dollars in grant funds over the course of many years is testament to UHS experience and knowledge in providing women's health and family planning services to the Bexar County Community.

5. UHS provides preventive health, primary care, specialty care, and wrap around programs for health education, chronic disease, or targeted case management and patient navigation. In 2014 UHS recorded almost 620,000 ambulatory clinic visit. UHS ambulatory clinics are focused on primary and preventive healthcare services and are located in neighborhoods throughout the community to ensure easier access. They are staffed by Community Medical Associates (CMA). CMA is the provider group practice for UHS. CMA offers highly-trained medical teams of primary care physicians, physician assistants and women's health nurse practitioners who provide and coordinate care for both wellness and illness. These patient-centered medical homes are groups of conveniently and geographically-located clinics that together, offer

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primary, women's, urgent and specialty care including obstetrics/gynecology and endocrinology.

A Medical Director who reports into the President and CEO of the physician's group practice provides clinical oversight for the clinical providers assigned to each clinic – MDs, PAs, RN extenders and WHNPs. A Registered Nurse provides the day-to-day clinical and operational supervision in each clinic and reports in to the Executive Director for Women's Health. An operations manager provides administrative support to the front-desk staff at each location and an Administrative Director is responsible for all the other administrative duties including staffing, billing and reporting.

To further enhance the clinical support, UHS contracts with a Family Planning Medical Director who specializes is an obstetrician/gynecologist and a leading expert in the community on family planning issues and in particular issues related to adolescents. The Medical Director in consultation with the Executive Director of Women's Health provide policies and trainings related to family planning and grant requirements as well clinical best practices.

UHS has the capacity, infrastructure, and experience to conduct the proposed scope of work without having to refer outside of the Health System. UHS is uniquely positioned to provide all of the services through the HTW program. Each clinic has both primary care and women's care practitioners that will meet her need through the HTW program. Women will access via a primary or well-woman appointment – any refer for lab work, radiology for screening or diagnostic services will be documented in electronic medical record. UHS has a Standard Operation Procedure (SoP) specifically identifying the referral process for any additional services or referral for abnormal services.

The ordering provider will be notified of any abnormal results via a Secure Health Message through the electronic medical record or a phone call. The nurse in the clinic is charged with the follow-up for certain results and will call the patient within 48 to 72 hours with instruction or to schedule a follow-up appointment. UHS has also invested in a patient portal allowing physicians to contact patients via email and vice versa. The patient portal provides the patient with a medical record so she will be able to view any results as they become available.

For specific issues, UHS has developed a process to ensure follow-up and

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resolution. UHS currently has processes for women referred to breast screening and cervical diagnostic appointments (within UHS) are picked up by a navigator to ensure the client completes the referral. Cervical diagnostics are referred to a queue where an LVN will triage the patient's results (high grade results jump to the head of the line). The experience with our younger population with cervical abnormalities is their lack of urgency. The navigator prompts and follows the client to ensure she follows through with the scheduled appointments and procedures. A RN case manages is assigned to the cervical diagnostics and follows the high grades abnormal Pap tests as well.

The breast screening navigator schedules the clients referred to the clinics as so many women postpone and do not complete the exam. The navigator receives a referral from the clinic at the same time the client is given orders, checks the emr for the CBE for grant clients, documents conversations with the client in the emr so the provider can see contact has been made and follows the patient through the screening and diagnostic process and to resolution.

Patients desiring sterilization services are referred to a coordinator as the documentation and requirement for the services are very specific. The coordinator managers the process to ensure the consent is completed as required and authorizes the client for the service and documents the authorization in the medical record.

The clinics refer to the grants department most often to find coverage for clients. The navigators and staff in the grants department work with the financial assistance program and expedite appointments for enrollment for clients when a grant is not available. For CareLink enrollment a client must be below 200% of the Federal Poverty Level. Any client needing additional services not covered by the HTW program will most likely also be eligible for CareLink which will provide coverage for any additional medical services outside of the HTW benefits.

6. UHS has had a long history of subcontracting services with partner organizations, in particular with University of Texas Health Science Center at San Antonio (UTHSCSA). Many academic medical centers like UHS rely only on faculty and residents of medical school partners for physician services, such as UTHSCSA. UTHSCSA provides health careers education, medical research, patient care and community service to San Antonio and the South Texas/Border Region. The formation

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of alliances with primary care providers includes not only teaching and faculty clinics affiliated with UTHSCSA, but also those physicians and physician assistants in private practice. Our partnerships also include other community providers, federally qualified health centers and nonprofit clinics. Most subspecialty care is provided by clinics affiliated with UTHSCSA. However, care is also contracted to physicians in the community as needed for capacity. As it relates to UHS grants, women's health (and HTW), UHS only subcontracts professional services to UTHSCSA for radiology, ob/gyn, pathology and anesthesiology – but within the UHS.

Legal and management review all agreements, renewals to agreements and amendments to agreements are conducted to assure such agreements are consistent with UHS mission and policies. No employee, agent or officer has implied or apparent authority to bind UHS by written or oral agreement except as authorized by UHS Administration in conformance with policy. The request for the agreement must get through multiple levels of approval – program staff, Vice President over the requesting department, the Senior Vice President with oversight over the grants management department and finally to the legal department. UHS personnel scrupulously avoid personal or substantial financial interests in all transactions and contracts. Even the appearance of a conflict of interest undermines the public's confidence in the governance and administration of UHS' mission.

Management review of agreement terms and conditions is approved and forwarded to the Vice President, Legal Services and Risk Management. For proposed agreements which generate any revenue, or have an annual expense in excess of $125,000.00 must go to the Board of Managers for review and approval prior to execution. A UHS Monitoring Officer is responsible for securing from the contracting entity, a fully-executed Vendor Questionnaire and provides it directly to the Supplier Diversity Coordinator, as well as a W-9, which is provided to Financial Accounting.

Legal review is required and consists of contract preparation, legal analysis and supplying such additional terms and conditions as may be necessary to clearly define the rights and responsibilities of the parties. This process may entail the preparation of one or more draft agreements and requires coordination with the Monitoring Officer. The Monitoring Officer assures agreements between UHS and contracting parties are

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approved and executed by the contracting parties prior to submitting the agreements for execution by the President/CEO.

In addition, the Monitoring Officer prepares an assessment and evaluation of each contractor's performance pursuant to the terms and conditions of the agreement. The assessment will reflect any areas requiring improvement, as well as a written plan of action to meet any required performance standards that have not been met. The Monitoring Officer ensures that any deficiencies in performance are appropriately documented and communicated to the contractor in a timely manner. A copy of the assessment is forwarded to Legal Services to be maintained with the contract. For grant-related contracts and agreements, the findings are presented to Grants Clinical Management Team and entered into the official meeting record.

The Monitoring Officer is the UHS employee charged with the duty of implementing and/or monitoring an agreement between the Health System and a contracting party works in concert with the legal department to develop and execute the contracts. The Monitoring Officer with support from staff of the Grants and Research and Information Department, has responsibility for providing oversight of the agreements and serves as the point person for each agreement and as the liaison between operations, legal, subcontract, finance and integrity. UHS policy 2.04 outlines expectations, process and responsibilities for review, approval and monitoring of all UHS agreements.

The staff responsible for monitoring the subcontracts is the Director of Health Care Services who reports to the Senior Vice President for Clinical Preventive Programs and Community Health. The Director is the liaison for all grants in the women's health service line and has worked in that capacity for over 6 years. The process for monitoring is managed by the Senior Vice President for Research and Community Initiatives and the Senior Director for Grants and Applied Research who are responsible for ensuring accountability and programmatic and financial reporting are completed by the responsible department and staff and that the process as outlined by UHS policy 2.04 is followed.

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Budgets for each subcontract are negotiated at the time the agreement is signed and included as an attachment to the agreement. There is a financial limit that is set within each agreement that is based on a fee-for-service model. The limit is based on the cost per cpt code and the number of procedures expected to be completed. The expenditure is tracked by the financial accounting staff who ensure funds are available to pay all subcontractors.

The subcontracts that will be required for the Health Texas Women's Program are currently in place (they currently support TWHP, EPHC and the DSHS Family Planning grant) and will be amended to adjust to the HTW services. The subcontract is with UTHSCSA who provides the professional physician services for the downtown clinic as well as for ancillary services - pathology, anesthesiology and radiology – for all clients. The services are documented and integrated with UHS clinical services and are documented in the patient's UHS electronic medical record. All of the subcontracted clinical services are available within the patient's medical record and thus no additional staff or process for data collection and submission is required.

There is a detailed process for monitoring of clinical process and outcomes as the facilities providing all the subcontractor services are University Health System facilities. The facility and the staff are expected to be Joint Commission ready at all times and are subject to the System's monitoring to ensure that end. Because the subcontracted providers are working at University Health System facilities the same is expected of them.

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CV/RESUME

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George B. Hernández, Jr., JD, is the President/Chief Executive Officer of the Bexar County Hospital District, d/b/a University Health System. The Health System operates 19 primary, specialty and preventive healthcare centers throughout Bexar County, as well as University Hospital, a 716-bed hospital which serves as South Texas' only civilian Level I trauma center and first and only Level II pediatric trauma and burn center. University Health System also operates a nonprofit HMO, Community First Health Plans, Inc.; a nonprofit multi-specialty physician practice, Community Medicine Associates; and is a 50 percent owner of San Antonio AirLIFE, an emergency air ambulance program covering South Texas.

The Health System is South Texas' first and only Magnet healthcare organization, a status designated by the American Nurses Association and earned only by 6 percent of U.S. hospitals. As one of the Most Wired Hospitals and Health Systems in the nation, University Health System ranks in the top 1 percent of U.S. health organizations for achieving a high level of information technology integration. University Hospital is consistently named the best hospital in metropolitan San Antonio by U.S. News & World Report.

Hernández serves as a member of the "Code Red" Task Force on Access to Health Care in Texas. He serves on the board of America's Essential Hospitals, the board of the University Health System Consortium, and is past chair of both the Texas Hospital Association (2013) and Teaching Hospitals of Texas (2005-08).

In 2008, Hernández and the Health System's chief information officer were joint recipients of the Transformational Leadership Award from the College of Healthcare Information Management Executives and the American Hospital Association. Hernández was honored by the Texas Council of Community MHMR Centers in 2009 as the recipient of the Frank M. Adams Award for Outstanding Volunteer Service. He was named one of Modern Healthcare magazine's Top 25 Minority Executives in Healthcare in 2010.

Hernández is a native of San Antonio. He earned a bachelor's degree from St. Mary's University and law degree from George Washington University School of Law in Washington, D.C.

University Health System

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Monika Kapur, MD, MBA

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Email Address: kapurmona@gmail.com

A visionary and goal oriented physician executive leader with significant accomplishments in improving quality and utilization management programs and coaching medical staff on healthcare business and practice issues. A self-directed professional with excellent communication, interpersonal and problem solving skills who is able to work across organizational boundaries with key stakeholders to establish partnerships and relationships.

Advocate of cost effective and evidence based medicine with special interest in preventive care. Fluent in English, Russian, Hindi and Punjabi.

Professional Experience

Family Physician, Community Medicine Associates **July 2005 - Present**

President/CEO Community Medicine Associates **October 2013- Present**

Selected to lead Community Medicine Associates (CMA), physician practice group of University Health System. CMA is a multispecialty provider practice which employs over 170 providers (physicians, midlevel's and behavioral therapists) and provides adult and pediatric primary care, urgent care along with various adult and pediatric specialty services at 19 different clinics across San Antonio.

Regional Medical Director **August 2010 – October 2014**

University Family Health Center Northwest, Bexar County Employee Health, ExpressMed Clinic

Promoted to lead and establish the grant program funded by Methodist Health Ministry's catering to uninsured population of South Texas. Responsibilities expanded to manage northwest region that includes an urgent care clinic and a continuity clinic.

- 60% clinical practice and 40% administrative
- Currently seeing 25-30 patients per day, 3 days a week
- Proficient in use of EMR
- Diagnosis, treatment, billing, referrals
- Proficient in various outpatient procedures including joint injections, suturing and skin biopsy techniques.
- Supervise a team of 8+ physicians and 7+ midlevel's
- Develop procedures and policies to facilitate smooth operations and day to day functioning of the clinic (lead CQI Committee).
- Represent physician group at various internal cross functional committees.
- Spearheading Accreditation and Rollout of Medical Home Model

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Associate Medical Director **June 2009- August 2010**
Bexar County Employee Health Clinic
This clinic was opened in June of 2009 to promote wellness and provide same day access to employees of Bexar County for minor acute illnesses or injuries.

Worked with the Bexar county human resource department to establish the clinic and develop protocols for day to day operations. Provide administrative guidance and support to the staff of the clinic. Clinic provides minor urgent care, workers comp, pre-employment / DOT physicals for New Hires and Bexar County Employees

Education

MBA Health Care 2012
Our Lady of the Lake University San Antonio

Clinical Safety and Effectiveness – 2012
University of Texas Health Sciences Center at San Antonio

Medical Doctor (2002-2005) Family Practice Residency
University of Texas Health Sciences Center at San Antonio
Department of Family and Community Medicine

Medical School (1992-1998)
Vinnitsa State Pirogov Memorial Medical University, Vinnitsa Ukraine

Medical Licensure

Licensed in State of Texas

Certifications

- Board Certifications: American Board of Family Practice
- ECFMG Certification, 2002-Present
- ACLS Provider, Valid till March 2016

Community Involvement

- Sports Physicals for Middle and High School Students in San Antonio Independent School District, 2002-2005
- Active member of Teen Medical Academy – Project directed towards instilling career education to middle and high school students of San Antonio ISD through teen health camps, 2002-2005

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Professional Affiliations & Awards

- Physician of the quarter, University Health System (Q4 – 2011)
- Recognized for Excellence in Clinical Geriatrics, by John A. Hartford Center of Excellence for Geriatrics Education, UTHSC
- Adjunct Faculty, Dept of Family and Community Medicine , UT Health Science Center, 2005- Present
- American Academy of Family Physicians, 2002-Present
- Texas Academy of Family Physicians, 2002-Present

Reference

Provided upon request

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C. REED HURLEY, CPA
4502 Medical Drive, MS 66-1
San Antonio, TX 78229

Reed.hurley@uhs-sa.com
(210) 358-2141 Office
(210) 415-5321 Cell

Summary of Qualifications:

Over twenty years of progressive health care experience with not for profit and public hospitals. Duties have included healthcare finance, financial reporting, financial planning, forecast budgeting, cost accounting, contracts management, capital acquisitions, revenue enhancement and cost reduction.

Healthcare Experience:

University Health System (UHS)/Bexar County Hospital District, San Antonio, Texas

Executive VP/Chief Financial Officer (September 2014 to Present)

- Reporting of financial results to the Health System's CEO, Governing board and County Commissioners
- Responsible for the fiscal affairs of the Health System with more than 6,400 employees, nearly 700 resident physicians, and an operating budget of $1.2 billion.
  UHS has University Hospital a 716 bed teaching, trauma, and transplant hospital as its flagship which serves as the premier Level I trauma center for a 22-county area of South/Central Texas. UHS has a large ambulatory network providing over 1 million outpatient visits a year and owns Community First Health Plans (CFHP) a Medicaid HMO which has 130,000 members in the Bexar County area.
- Leads, promotes, and contributes to efforts to improve overall financial performance. Initiates and supports process improvement, customer service, and revenue enhancement and cost reduction initiatives.

Assistant Chief Financial Officer (March 2014 to September 2014)

- Reported to and assisted the CFO in providing leadership and direction for the following areas: financial planning and analysis, budget preparation and control, data analytics and reporting, financial accounting, investments, payroll, debt management and asset management

Vanguard Health Systems, Inc. (VHS) Nashville, Tennessee
(For profit, publicly traded organization with net revenues of $6.5 Billion and 27 hospitals in 5 major metropolitan markets)

Hospital Chief Financial Officer for both Hospitals (July 2013 – March 2014)

- North Central Baptist Hospital – San Antonio, Texas (340 beds) $250 million Net Revenue
- St. Luke's Baptist Hospital – San Antonio, Texas (295 beds) $190 million Net Revenue

Hospital Chief Financial Officer (August 2008 – March 2014)

- St. Luke's Baptist Hospital – San Antonio, Texas (295 beds) $190 million Net Revenue

Responsibilities: All financial aspects including budgeting and analysis of operations for St. Luke's, one of five hospitals operating under one Medicare license with 1,700 beds. Report to Hospital President and Regional CFO. Baptist Health System (San Antonio market) produces $900 million in net revenues annually and controls 35% of the San Antonio acute inpatient market. St. Luke's is an elective surgical hospital located in the South Texas Medical Center. St. Luke's specializes in Orthopedics, Neuro Surgery, Urology, Cardiology, and Women's services. St. Luke's produces roughly $190 million in net revenue, 19,000 adjusted discharges, 7,000 surgery cases, and 3,200 deliveries per year.

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Accomplishments:

- Member of Administrative Team that exceeded EBITDA and cash collection budget in FY 2012, 105% of budget.
- Our team has grown volume each year without expansion of the facility; last fiscal year adjusted discharges were up 8.3%, ED visits up 13.3%, and total surgical cases up 2.5%.
- Implemented Lean Daily Management activities including GEMBA walks.
- Executive member of Ortho Co-Management agreement.
- Participated in ACE Medicare Demonstration project for gain sharing.
- Lowered hospital FTE/AOB over the past two years, reduced all labor cost per adjusted discharge by 2.1%, FY 12 vs FY 11.

Health Management Associates, Inc. (HMA) Naples, Florida (July 2002 to August 2008)
(For profit, publicly traded hospital company with net revenues of $5 Billion and 58 hospitals in 13 states with 8,300 licensed beds)

Midwest Regional Medical Center, HMA
Midwest City, Oklahoma (255 beds)

***Hospital Chief Financial Officer* (December 2005 to August 2008)**

Responsibilities: Oversee all financial and compliance aspects of the main Hospital, detached Women's Center, 2 urgent care centers, home health agency, EMS service and 25 employed physicians including administrative management of 6 hospital departments. Report to CEO and community Board of Directors and participation on multiple physician committees. The health system produced net revenue in excess of $200 million with 17,000 inpatients, 60,000 emergency room visits, and 100,000 outpatients. Services provided include open heart surgery, EP cardiology, robotic surgery, hyperbaric wound care, home health, ambulance, and all other customary acute care services.

Accomplishments:

- Member of turnaround team that increased admissions in 2007 by 5% in a highly competitive market.
- Started employed physician clinic with 25 physicians at multiple locations.
- Opened 2 urgent care centers to create referral network.
- Achieved all financial goals in 2007.
- Received above average, passing scores on all audits including financial, compliance, Sarbane's Oxley, and Internal controls.
- Financial planning and negotiation of $20 million bed expansion project.
- Whole hospital joint venture completed during my tenure as CFO.
- Employees in my 6 departments produced employee satisfaction scores in the 90th percentile due to open, honest communication and access to managers, directors, and administration.

Sandhills Regional Medical Center, HMA (August 2003 to November 2005)
Hamlet, North Carolina (64 beds)

Hospital Chief Financial Officer

Responsibilities: Oversee all financial and compliance aspects of hospital and employed physicians including administrative management of 6 hospital departments. Report to the hospital CEO and community Board of Directors, participation on multiple physician committees. The hospital produces net revenue of $36 million with 3,700 inpatients, 9,000 emergency room visits, and 30,000 outpatients.

Accomplishments:

- Achieved majority of financial goals for fiscal years 2004 and 2005.

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- Increased profitability with flat volumes by eliminating equipment leases, review and renegotiation of multiple vendor contracts and improved staffing efficiency.
- Successfully replaced two under-performing department directors.
- Participated in several North Carolina CON applications and hearings.

Upstate Carolina Medical Center, HMA (July 2002 to August 2003)
Gaffney, South Carolina
(124 beds)

Controller

Responsibilities: Reported to and assisted the CFO in managing Accounting, Business Office, Health Information Management, Management Information Systems, Materials Management, and Utilization Review. Training program for hospital CFO position, required to learn all corporate financial policies, compliance policies, budgeting process, capital acquisition process and general HMA hospital operations. Attend board meetings, weekly key management meetings and many medical staff committee meetings. Hospital produced net revenue of $55 million.

Accomplishments:
- Completed required training and promoted to hospital CFO after 13 months.

Larson Allen – Cherry Bekaert, LLP (May 2001 to July 2002)
Charlotte, North Carolina
Public Accounting firm specializing in health care.

Certified Public Accountant

Responsibilities: Work on various types of health care engagements including financial audits, compliance audits, cost reports, 990 tax returns, for profit tax returns, CON filings, and various consulting engagements. Clients included hospitals, nursing homes, Mental Health Authorities, and various other health care entities.

Care Center for Mental Health (December 1992 to April 2001)
Key West, Florida
Non Profit Outpatient mental health and substance abuse treatment facility.

Chief Financial Officer

Education:

Master's of Accounting - Nova Southeastern University, Ft. Lauderdale, FL 3.97 GPA, 1999
Bachelors – Hotel & Restaurant Management, University of Houston, Houston, TX (Cum Laude), 1987

Certifications:

Certified Public Accountant in the State of North Carolina, October 2000 - License #28117

Board and Committee Appointments:

- Appointed Secretary/Treasurer of the University Health System Pension Board of Trustee, February 2015
- Clarity Child Guidance Center Board Member, July 2014 to Present

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DIANA A. GONZALES, MSN/ED, RN

17750 Maui Sands • San Antonio, Texas 78255 • C (210) 386-1237• W (210) 358-9963
diana.gonzales2@uhs-sa.com

OBJECTIVE

Experienced Nurse Administrator, Nurse Supervisor, and Nurse Educator seek a rewarding nurse administrator position for your organization.

SUMMARY OF QUALIFICATIONS

- Background includes twenty seven years of combined experience in patient education, community, public, maternal-child, health promotion, wellness program coordination, outreach, direct patient care, staff supervision, and staff training.
- Educate and train nursing professionals and paraprofessionals to possess the necessary training to provide sound health care, and function safely in all settings.
- Support, develop and evaluate nursing curriculum and provide academic leadership to nursing staff.
- Dynamic and polished professional offering a comprehensive background in nursing and healthcare complimented by patient education skills and expertise in promoting community and public health awareness.
- Skilled in developing and organizing new patient education programs, grant programs, lesson plans, and audio-visual materials. Develops training material according to policy, instruction, and subject matter literature. Maintains quality assurance, compliance, and creates a wellness-focused workforce by providing wellness strategies and programs.
- Highly accomplished and resourceful with the positive attitude and energy that quickly establishes rapport and puts people at ease.
- Excellent communication, presentation, negotiation, and problem solving skills – accustomed to delivering presentations and able to develop effective programs. Able to cope effectively with change and unpredictable circumstances.
- Skills include strong knowledge of military and medical terminology, experience working with military civilian and federal personnel. Advanced understanding of professional nursing theories, concepts, principles, and practices in the care and management of critical care patients, disease states, medication, and treatments.
- Ability to locate and obtain resources to promote professional development and clinical skills.

EDUCATION

Master's degree in Nursing / Health Education, May, 2007
The University of Phoenix/UTHSCSA

Bachelor of Science in Nursing, The University of Texas Health Science Center, San Antonio, Texas, 2003. **Cum Laude Graduate**.

Licensed Vocational Nurse, St. Philips College, San Antonio, Texas, 1992

Certified Health Education Specialist Certification, October 2007

Completion of NFP core education and **NFP supervisor training** 2008

Completion of Integrity Coaching and the Heart of Coaching. 2008.

Lean Daily Management-2013

Administration/Leadership Academy-2014

Licenses, Certifications, and Training:

- Registered Nurse, State of Texas
- CPR Instructor
- Cardiovascular Improvement Educator
- Behavioral Health Specialist
- Maternal & Child Birth Educator
- Diabetics Educator
- HIV/AIDS & STD Educator
- Stress Management Instructor
- Well-being, Nutrition & Fitness Educator
- Motivational Interviewing Specialist

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PROFESSIONAL EXPERIENCE

University Health System, San Antonio Texas 01/11- present
UHS- Executive Director of Women's and Preventive Health/Clinical Liaison

Oversees and directs clinic activities while utilizing available resources to maximize quality care delivery in assigned 10 clinics. Assumes responsibility for general supervision of clinical supervisors and maximizes efforts to support activities promotion quality, safe, efficient care delivery and facilitating activities supporting personnel functions and professional growth. Works with the Sr. Vice President, Community Health Clinical Preventive Programs in efforts to develop and maintain close working relationships with public officials executives of health/voluntary agencies and community leaders. Works closely with medical directors of various clinics to improve the overall quality of patient care services and to enhance patient satisfaction. Develops criteria for the measurement of the quality and quantity of nursing, publishing these criteria and directing compliance thereof.

University Health System, San Antonio Texas 9/10- 01/11
UHS-TNFP Nurse Manager

Provide leadership and guidance to all Nurse Family Partnership activities. Work within the local community and lead agency structure to assure that the NFP Program is implemented in accordance with established guidelines and contract requirements. Implement principles of supervision, reflective practice, and staff development. Provide primary support and appropriate oversight to the Nurse Home Visitors, and to build and model a strengths-based, client-centered culture. Oversee the recruitment and hiring of all Nurse Home Visitors and administrative data support staff ensuring that they can implement the NFP philosophy and model. Provide Supervision and evaluation of NFP home visitors and administrative data support staff (including annual leave, annual review, disciplinary action, etc.). Assess and develop strategies to address knowledge and skill needs of home visitors and support staff. Assign and monitor client caseloads. Develop policies and operational procedures. Communicate and cooperate with agency partners, co-workers and staff in a respectful and effective manner. Oversee the maintenance of all records and files pertaining to the participants under the Nurse Family Partnership. Execute responsibilities with cultural sensitivity to groups and individuals. Actively participate in the preparation and monitoring of the NFP budget to ensure appropriate use of funds. Proactive with local, state and national issues that may affect sustainability of program. Coordinate and actively participate in all NFP community advisory board meetings.

The Children's Shelter, San Antonio, Texas 10/08-8/2012
TNFP Nurse Supervisor/Director

Provide leadership and guidance to all Nurse Family Partnership activities. Work within the local community and lead agency structure to assure that the NFP Program is implemented in accordance with established guidelines and contract requirements. Implement principles of supervision, reflective practice, and staff development. Provide primary support and appropriate oversight to the Nurse Home Visitors, and to build and model a strengths-based, client-centered culture. Oversee the recruitment and hiring of all Nurse Home Visitors and administrative data support staff ensuring that they can implement the NFP philosophy and model. Provide Supervision and evaluation of NFP home visitors and administrative data support staff (including annual leave, annual review, disciplinary action, etc.). Assess and develop strategies to address knowledge and skill needs of home visitors and support staff. Assign and monitor client caseloads. Communicate and cooperate with agency partners, co-workers and staff in a respectful and effective manner. Oversee the maintenance of all records and files pertaining to the participants under the Nurse Family Partnership. Execute responsibilities with cultural sensitivity to groups and individuals. Actively participate in the preparation and monitoring of the NFP budget to ensure appropriate use of funds. Proactive with local, state and national issues that may affect sustainability of program. Coordinate and actively participate in all NFP community advisory board meetings.

UNIVERSITY OF INCARNATE WORD, San Antonio, Texas 8/07-2008
Nurse Faculty-Part-time adjunct faculty for undergraduate university.

WILFORD HALL MEDICAL CENTER, Lackland AFB, Texas 9/07-present

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Family Advocacy Nurse/New Parent Educator and nurse manager. Responsible for implementation and management of the New Parent Support Program at Wilford Hall Medical Center. Multifaceted functions include NPSP case staffing, effectively promote a team approach to service delivery of family establish successful NPSP screening process, demonstrate evidence of national nursing standards, educate high risk families and new parents, develop family service plans, and apply nursing research principles. Serve as a liaison and expert consultant on the prevention of family violence and maternal/child health issues to other health care professionals. Collaborated and communicated effectively with all people and ranks at all levels of the military organization. Ability to establish goals, set priorities, promote understanding, conflict resolution, and effective listening and public speaking.

BROOKS AIR FORCE BASE, Brooks City, Texas 9/04 – 9/07
Nurse Coordinator/Health Promoter and Educator – Work closely with the air force community within Brook AFB to promote health awareness and enhance health education programs. Multifaceted functions include direct accountability for development of health education program, creation of outreach tools to increase base participation, and implementation of health programs targeted at improving population specific health issues. Develop programs to educate Brooks personnel on issues ranging from diabetes, fitness and exercise, cholesterol and obesity, heart disease prevention, stress management, smoking cessation, and nutrition. Organize and implement health promotion programs that are tailored to address the specific needs of the Brooks civilian population. Utilize modern technology and up-to-date health information to perform outreach and deliver presentations that motivate program participation and enhance the air force population's health awareness. Prepare relevant protocols, program plans and goals for health education and promotion. Administer surveys and studies and gather statistical information to identify health needs and tailor program activities. Review and select educational materials for use in program. Perform public lectures and brief air force officials and staff on current health issues and needs of the base, forecasted results, and plan of action for enhancing health education.Received awards and recognition for leading Brooks AFB in fitness and wellness statistics across the Air Force Material Command.

METHODIST HOSPITAL, San Antonio, Texas 2/04 – 9/04
Charge Nurse/Patient Educator – Provided direct patient care for a 24-bed Ante-Partum and Maternal Child Unit. Supervised shift staff and performed patient education that included breast feeding education, child birth education, discharge planning, wound care, immunizations, and maternal and child health.

PAUL A. TRAUTMAN, MD, San Antonio, Texas 4/97 – 8/03
Office Nurse Supervisor/Patient Educator – Successfully managed all operations for this high volume OB/GYN practice including direct patient care, physician assistance, and medication administration. Additionally, facilitated patient education and maintained effective communication with nurses, physicians, hospital staff, and related representatives to coordinate physician's orders and ensure practice operated at most efficient and productive level.

- Assisted in the initial set-up of office operations during the physician's decision to expand practice and charged with all marketing and patient outreach responsibilities to include developing the practice's patient list, setting administrative procedures, and establishing practice reputation among the healthcare community.
- Provided patient education on teen pregnancy prevention, pregnancy, and responsibilities of parenting.
- Attended health fairs and community events to perform outreach, increase practice visibility within the community, and promote awareness of health issues.
- Increased patient numbers by over 100%.

SOUTH PARK MEDICAL CLINIC, San Antonio, Texas 2/93 – 3/97
OB/GYN Nurse Supervisor – Supervised medical and patient care including coordinating physician's orders, communicating with interdisciplinary medical staff, and maintaining compliance with all regulatory requirements concerning clinic operations.

- Functioned as troubleshooter and problem-solver diffusing stressful patient situations and developing strategic and practical solutions for administrative improvements.
- Performed patient education that included HIV and Aids education, STD awareness and prevention, and obstetrics health education.

WOMEN'S & CHILDREN'S METHODIST HOSPITAL, San Antonio, Texas 2/92 – 7/96
Pool Nurse – Coordinated and managed medical and patient care in an extremely fast-paced setting. Provided direct patient care and patient education, administered physician's orders, and established rapport with office staff and prescribers.

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PORTAMEDIC, San Antonio, Texas 1/89 – 2/93
Medical Examiner – Assessed clients' health and physical well-being as a contractor for medical insurance companies. Performed physicals, EKGs, vitals, and phlebotomy, and obtained clients medical history for risk management.

ADDITIONAL INFORMATION

- Willing to relocate and perform career related travel.
- Computer skills include Microsoft Office Suite (Word, Excel, and PowerPoint), Windows, Internet, and E-mail.
- Bilingual

REFERENCES AVAILABLE ON REQUEST

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CURRICULUM VITAE
Kristen A. Plastino

GENERAL INFORMATION

PERSONAL DATA:

Address:	7703 Floyd Curl Drive San Antonio, TX 78229-3900
Phone Number:	(210) 567-7036
Fax Number:	(210) 567-7042
Email Address:	PLASTINO@UTHSCSA.EDU

SELF DESCRIPTION:

Board-certified obstetrics and gynecology physician with special interests in adolescent gynecology, adolescent reproductive health, and contraception.

EDUCATION:

Year	Degree	Discipline	Institution/Location
1999	MD	Medicine	University of South Florida, Tampa, FL, USA
1993	PharmD	Pharmacy	Philadelphia College of Pharmacy and Science, Philadelphia, PA, USA
1992	BS	Pharmacy	Philadelphia College of Pharmacy and Science, Philadelphia, PA, USA

TRAINING:

Residency

Year	Discipline	Institution/Location
1999-2003	Obstetrics and Gynecology	UT Health Science Center at San Antonio, San Antonio, TX, USA
1993-1994	Critical Care Pharmacotherapy	Tampa General Hospital, Tampa, FL, USA

ACADEMIC APPOINTMENTS:

09/2010 - Present	Associate Professor and Faculty Physician	UT Health Science Center at San Antonio, Department of Ob-Gyn, San Antonio, TX

Details: Provide patient care, resident and student education, administrative support to the department, school, and university.

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09/2003 - 09/2009 Assistant Professor and Faculty Physician — UT Health Science Center at San Antonio, Department of Ob-Gyn, San Antonio, TX

Details: Provide patient care, resident and student education, administrative support to the department, school, and university.

NON-ACADEMIC APPOINTMENTS:

10/2009 - Present Faculty — UT Medicine, San Antonio, TX

Details: *Healthcare provider for a women's health clinic.*

07/2003 - 10/2009 Faculty — University Physician's Group (UPG) Women's Health Clinic, San Antonio, TX

Details: *Healthcare provider for a women's health clinic.*

07/2003 - Present Medical Staff — University Health System, San Antonio, TX

Details: *Physician and surgeon.*

CERTIFICATION AND LICENSURE:

Board Certification

Description/Agency	Status	Date Acquired	Number	Expiration
Obstetrics & Gynecology - American Board of Obstetrics & Gynecology	Certified	12/2004	9007804	12/2016

Certification

Description/Agency	Status	Date Acquired	Number	Expiration
Basic Life Support - CPRToday approved by the American Heart Association	Certified	11/2009	n/a	01/2018

License to Practice

Description/Agency	Status	Date Acquired	Number	Expiration
Medical License - Texas Board of Medical Examiners	Certified	06/1999	L6577	11/2017

HONORS AND AWARDS:

06/2014 Reaching the Highest Number of Youth: In recognition of reaching the highest number of youth through teen pregnancy prevention evidence-based programs. Awarded by the

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Dept. of Health and Human Services and the Centers for Disease Control and Prevention.

03/2014 The Texas Healthy Start Alliance Distinguished Practitioner Award: The TXHSA Distinguished Practitioner Award recognizes individuals who have demonstrated exceptional professional achievement and leadership in maternal and child health, making selfless contributions to their community with the aim of improving the health of women, children and families.

02/2014 Passion Speaker: For the Go Red for Women/American Heart Association

01/2012 The Children's Shelter: Recognition for support of the Nurse Family Partnership and iParent SA Programs.

01/2012 Nurse Family Partnership Champion: Awarded by the Nurse Family Partnership.

12/2006 40 Under 40 Special Publication - San Antonio Business Journal: Recognizes "Young Stars" of San Antonio's community that will ultimately impact its economy by improving education, access to health care, and technology.

06/2005 2005 APGO Excellence in Teaching Award: Prestigious award recognizing outstanding teachers in ob-gyn medical education.

06/2003 Resident Research Award: Provided to one resident for Outstanding Research in Women's Health.

05/1999 College of Medicine Dean's Award: Award given to one student in the University of South Florida College of Medicine class of 1999 for their dedication, service and achievement recognized by the Dean in the College of Medicine.

05/1999 Academic Excellence Award: Award given to one student in the University of South Florida College of Medicine class of 1999 for their superb academic performance.

05/1999 Luther McEachern Memorial Award: Award given to one student in the University of South Florida College of Medicine class of 1999 for Scholarship, Service, and Leadership from University of South Florida College of Medicine Alumni Society.

04/1998 Elected to Alpha Omega Alpha: Granted membership in the Junior year of medical school.

PROFESSIONAL DEVELOPMENT:

Other

Date	Description	C.E. Units/Hours
08/24/2015 - 08/28/2015	Risking Connection, A framework used in the care of individuals who have experience trauma. Well-known trauma specific intervention based on psychosocial educational empowerment principles that have been used extensively in public system settings.	0.00 / 20.00

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10/15/2013	Contraceptive Counseling and Motivational Interviewing, Training on the adolescent brain, stages of development, introduction to motivational interviewing and practice sessions.	0.00 / 8.00

Teaching

Date	Description	C.E. Units/Hours
07/28/2015	Love and Logic, Training for practical and effective solutions for creating a positive school climate.	0.00 / 8.00
11/05/2012 - 11/09/2012	Teen Outreach Program (TOP), Comprehensive youth development strategy that promotes the positive development of adolescents through a combination of curriculum-guided group discussions and volunteer service activity.	0.00 / 40.00
02/13/2012 - 02/15/2012	Cicatelli - Training of Trainers, Build knowledge and skill in the area of planning and implementing a Continuous Quality Improvement (CQI) Project and Performance Measurement System in Health Care Delivery Settings.	0.00 / 24.00
11/02/2011 - 11/04/2011	Reducing the Risk (RTR) Training of Trainers (TOT), Emphasizes teaching refusal statements, delay statements and alternative actions students can use to avoid unprotected sex. Participants learned about the curriculum, participated in teach backs and received constructive criticism on the delivery of the modules. Emphasizes the importance of fidelity.	0.00 / 22.00
07/26/2011 - 07/27/2011	40 Developmental Assets, Familiarize with the relationship between the Developmental Assets framework and school success and operationalize the framework in school communities.	0.00 / 16.00
07/19/2011 - 07/20/2011	Reducing the Risk - Training of Educators, Emphasizes teaching refusal statements, delay statements and alternative actions students can use to avoid unprotected sex. Participants learned about the curriculum, participated in teach backs and received constructive criticism on the delivery of the modules. Emphasizes the importance of fidelity.	0.00 / 16.00
03/03/2010 - 03/06/2010	2010 APGO Practice-Based Learning, Assist in becoming a better women's health teacher and leader while fostering increased excellence in medical education. Explore the benefits and opportunities of collaborating with colleagues in other disciplines and professions.	17.00 / 0.00
01/16/2010 - 01/19/2010	2010 APGO Faculty Development Seminar, Plenary sessions, interactive workshops and round table discussions preparing learners for lifelong learning, continuum of medical education and its transitions,	19.75 / 0.00

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	professionalism and emotional intelligence.	
03/11/2009 - 03/14/2009	2009 APGO Advanced Clerkship Directors' Workshop, Focus on medical education from a global perspective, key skill development, new teaching strategies, procedural updates in trends in academic medicine.	0.00 / 32.00
01/10/2009 - 01/13/2009	2009 APGO Faculty Development Seminar, Interactive workshops focusing on teaching skills, technology & distance learning, professional development, and collaboration.	0.00 / 32.00
08/22/2006 - 08/25/2006	WAIT Training, Training for mobilizing the community with positive youth development, character lessons, life and relationship building skills.	0.00 / 32.00
09/24/2003 - 09/26/2003	Scott & White - Worth the Wait Teacher Training, Extensive training on the medical, legal, and socioeconomic consequences of early sexual activity.	19.25 / 0.00
09/24/2003 - 09/26/2003	Strategies for Adolescent Guidance Education (SAGE), Trains healthcare professionals and educators in effective, efficient techniques with which to encourage adolescents and pre-adolescents toward the avoidance of risk behaviors.	4.00 / 0.00

TEACHING

COURSE BASED TEACHING:

Date	Course Name	Level	Role
06/2009 - 01/2012	INTD2006 Adv Clin Eval Skills	Undergraduate	Coordinator

Preparation Hrs: 20, Student Contact Hrs: 20 ; Instruction in basic physical examination skills to include the female GU and breast examination utilizing standardized patients and models.

11/2006 - 04/2011	OBGY3005 Obgyn Clerkship	Graduate	Lecturer

Preparation Hrs: 4, Student Contact Hrs: 1 ; Sexually Transmitted Diseases and Vaginal Infections lecture provided to students.

10/2006 - 04/2011	OBGY3005 Obgyn Clerkship	Graduate	Lecturer

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Preparation Hrs: 4, Student Contact Hrs: 1 ; Electronic Fetal Monitoring lecture provided to students.

10/2006 - 04/2011	OBGY3005 Obgyn Clerkship	Graduate	Lecturer

Preparation Hrs: 4, Student Contact Hrs: 1 ; Preeclampsia lecture provided to students.

03/2006 - 04/2011	ELEC5037 Basics on Women's Health Elective	Graduate	Lecturer

Preparation Hrs: 10, Student Contact Hrs: 1 ; Senior didactic; Invited speaker.

03/2006 - 04/2011	FAPR4103 Women's Health Seminar	Graduate	Lecturer

Preparation Hrs: 10, Student Contact Hrs: 1 ; Senior Didactic

06/2005 - 04/2011	INTD3030 Clinical Foundations Course	Graduate	Course Director

Preparation Hrs: 60, Student Contact Hrs: 90 ; Coordinating 30 faculty to teach lectures and small group sessions to prepare new third-year medical students for their Clinical Clerkship.

01/2005 - 11/2012	INTD2001 Intro to Clin Sci I	Graduate	Lecturer

Preparation Hrs: 10, Student Contact Hrs: 1 ; Hematologic Changes in Pregnancy lecture.

11/2004 - 11/2012	INTD2001 Intro to Clin Sci I	Graduate	Lecturer

Preparation Hrs: 10, Student Contact Hrs: 1 ; Cardiac Physiology Changes in Pregnancy lecture.

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11/2004 - 02/2012	INTD2001 Intro to Clin Sci I	Graduate	Lecturer

Preparation Hrs: 10, Student Contact Hrs: 1 ; Heart Disease and Pre-eclampsia in Pregnancy lecture.

09/2003 - 04/2011	OBGY3005 Obgyn Clerkship	Graduate	Lecturer

Preparation Hrs: 4, Student Contact Hrs: 1 ; Endometriosis, Leiomyomas, and Adenomyosis lecture provided to students.

OTHER TEACHING:

Group Instruction

Date	Description	Institution	# Students
05/2015 - 05/2015	Stepping Outside the Box	Texas Department of State Health Services	200
03/2014 - Present	SAMHD 1115 Adolescent Medical Home	Various San Antonio Clinical Venues	78

Responsible for planning and implementing education research services to medical providers on the Adolescent Medical Home (AMH) model.

12/2005 - 07/2008	OB-GYN PGY-1 Weekly Course	UT Health Science Center at San Antonio	6

Meet with Ob/Gyn interns and instruct in "Episiotomies: Indications, Repairs, Complications" and "Evaluation and Management of Postpartum and Postoperative Fever."

09/2003 - Present	Resident Didactic Lectures	UT Health Science Center at San Antonio	24

Instruct Residents on various Ob/Gyn topics including Endometriosis, Leiomyomas, and Adenomyosis; Post-Op Fever; "Teens Having Sex, What Can We Do About It?"; Contraception; Update in cytology.

High School/Junior High School Student Supervision

Date	Description	Institution	# Students

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09/2013 - Present	Student Supervision	South Science Technology School	1

Mentor student with the research projects required for course work and graduation.

Post-Doctoral Student Supervision

Date	Description	Institution	# Students
01/2015 - Present	Ob/Gyn Resident QI Project	UT Health Science Center at San Antonio	1

Mentor quality improvement project with Ob/Gyn resident to track and compare data of adolescents whom have opted in for a Nexplanon® implant and those who have not.

09/2003 - Present	Inpatient & Outpatient	University Hospital	24

Supervise inpatient and outpatient activities.

09/2003 - Present	Operating Room	University Hospital	24

Instruct and guide residents in operating room procedures.

09/2003 - Present	Gynecology (Gyn) Conference	UT Health Science Center at San Antonio	24

Attend weekly conference to assist resident and student teaching on gynecological topics.

09/2003 - Present	Obstetrics Conference	UT Health Science Center at San Antonio	24

Attend weekly conference to assist resident and student teaching on obstetrical topics.

Pre-Doctoral Student Supervision

Date	Description	Institution	# Students
01/2009 - Present	Internship	UT Health Science Center at San Antonio - UT Teen Health	7

Contributed and learned by participating in multiple community events and presentations, answering student questions, reviewing sexual health curriculum, analyzing research questions and data, preparing posters and publications, and mentoring UT Teen Health youth leadership students.

12/2008 - Present	Community Service Learning	UT Health Science Center at San Antonio	2

Preceptor for medical students, assist with developing and implementing a longitudinal project plan to satisfy program requirements in public health.

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09/2003 - 12/2007	Clinical	University Family Health Center - Southeast & Southwest Clinics	8

Supervise and guide Physician Assistant students in a clinical setting on Ob-Gyn Rotation.

09/2003 - Present	Clinical Diagnosis Course	UT Health Science Center at San Antonio	30

Proctor for the pelvic examination laboratory for the second-year medical students involving the examination of volunteer standardized patients.

Rotation Student Supervision

Date	Description	Institution	# Students
05/2015 - 05/2015	Adolescent Gynecological Care	The University of Texas Health Science Center	40

Presentation for the Physician's Assistant Program.

09/2003 - Present	Clinical	University Health System	200

Supervise and assist third-year medical students in clinical setting on Ob-Gyn Rotation.

09/2003 - Present	Clinical	University Health System	200

Supervise and assist fourth-year medical students in research clinical setting on Ob-Gyn Rotation.

RESEARCH

EXPERTISE:

Adolescent Gynecology

Adolescent Reproductive Health

Contraception

PROJECTS:

Clinical Research

11/2009-07/2011 Contraception Misconceptions, Study to gain understanding of the common misconceptions about contraception and will be able to aid our healthcare providers in proper counseling of their patients.

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09/2005-10/2008 Community-Based Abstinence Education, Grant funded through The US Department of Health and Human Services; Administration for Children and Families

Departmental Projects

06/2009-09/2010 UT Health Science Center Sex Education Program, Direct activities to public and private schools encompassing 115,000 students.

Educational Grant

11/2014-09/2016 Texas Department of State and Human Services, Deliverable-based technical assistance and training on teen pregnancy prevention evidence-based programs for educational institutions and the community.

01/2013-09/2016 SAMHD 1115 Adolescent Medical Home, Educating and implementing the Adolescent Medical Home model to community medical providers to improve teen healthcare in San Antonio.

10/2010-10/2015 UT Teen Health, CDC Project, A community-wide intervention to decrease teen births and repeat teen births by 10% by the year 2015.

08/2010-08/2015 UT Teen Health OAH Project, Test a high school saturation method with a rigorous research design to increase abstinence and/or condom/contraceptive use.

10/2003-06/2009 UT Health Science Center Sex Education Program, Direct activities to public and private schools encompassing 115,000 students.

PRESENTATIONS:

07/2016 Building Sustainability for TPP through Community Mobilization and Collaboration with Local Infrastructures, 2016 HHS Teen Pregnancy Prevention Grantee Conference, Office of Adolescent Health grantees, Health and Human Services, Baltimore, TX (Co-Presenter)

07/2016 Improving Linkages for Adolescents to Healthcare by Tracking Referral Source, 2016 HHS Teen Pregnancy Prevention Grantee Conference, Office of Adolescent Health grantees, Health and Human Services, Baltimore, MD (Co-Presenter)

04/2016 Language Matters! Reframing the Way We Think and Speak about Youth, Texas Campaign's 5th Annual Symposium, Youth-serving organizations, Texas Campaign to Prevent Teen Pregnancy, Austin, TX (Panel)

Details: *Focuses on building coalitions to support community efforts in teen pregnancy prevention, sexuality education, youth development, and adolescent health.*

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11/2015 Creating and Sustaining Partnerships, OAH Teen Pregnancy Prevention Tier 1 Orientation Meeting, Directors and advocates of TPP programs, Office of Adolescent Health, Washington, DC (Invited Speaker)

10/2015 The Tangled Web of Teen Girl Sexual Health, Not-So-Scary Teen Conference, Healthcare Professionals, Baptist Health System, San Antonio, TX (Invited Speaker)

08/2015 Need to Know (N2K), 2015 TPP Tier 2 Evaluating Briefing Meeting, OAH TPP Tier 2 Evaluators, Office of Adolescent Health, Washington, DC (Co-Presenter)

Details: *Presented research data at conference.*

05/2015 Stepping Outside the Box, DSHS Annual Teen Pregnancy Prevention Conference, Teen Pregnancy Prevention Advocates, Texas Department of State Health Services, Brownsville, TX (Invited Speaker)

Details: *Educating others on evidence-based programs, community mobilization, forming effective collaboratives, providing teen friendly services, working with diverse communities, and educating stakeholders.*

05/2015 Stepping Outside the Box, DSHS Annual Teen Pregnancy Prevention Conference, Teen Pregnancy Prevention Advocates, Texas Department of State Health Services, Lubbock, TX (Invited Speaker)

Details: *Educating others on evidence-based programs, community mobilization, forming effective collaboratives, providing teen friendly services, working with diverse communities, and educating stakeholders.*

05/2015 The Adolescent Medical Home Model, Physician's Assistant Studies, Physician's Assistants, The University of Texas Health Science Center, San Antonio, TX (Sole Presenter)

05/2015 Contraception, Ob/Gyn Resident Didactic Series, Ob/Gyn Residents, Ob/Gyn Resident Program, San Antonio, TX (Invited Speaker)

Details: *Understand the contraindications to OCPs, dosing of extended cycle birth control pills; Help residents understand the mechanism of action of the levonorgestrel intrauterine system; understand the limitations of the vaginal ring; understand the weight limitations for the transdermal system.*

04/2015 1115 Waiver - Postpartum Long-acting Reversible Contraceptives, Texas Campaign to Prevent Teen Pregnancy 4th Annual Symposium, Teen Pregnancy Prevention Advocates, Texas Campaign to Prevent Teen Pregnancy, San Antonio, TX (Panel)

Details: *Panel-led discussion regarding postpartum Long-acting Reversible Contraceptives related to the 1115 Waiver.*

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04/2015 Evidence-based Programs in Schools, Texas Campaign to Prevent Teen Pregnancy 4th Annual Symposium, Teen Pregnancy Prevention Advocates, Texas Campaign to Prevent Teen Pregnancy, San Antonio, TX (Panel)

Details: *Moderated panel on implementing evidence-based programs in schools.*

04/2015 The Forgotten Teens: A Need to Focus on 18-19 Year Olds, Texas Campaign to Prevent Teen Pregnancy 4th Annual Symposium, Teen Pregnancy Prevention Advocates, Texas Campaign to Prevent Teen Pregnancy, San Antonio, TX (Invited Speaker)

Details: *A National Campaign to Prevent Teen and Unplanned Pregnancy information geared towards 18 and 19 year old youth.*

11/2014 Expanding Healthcare Service Delivery in South Bexar County, Texas: Development and Implementation of a School-based Health Center, American Public Health Association (APHA) 142nd Annual Meeting, American Public Health Association (APHA), American Public Health Association (APHA), New Orleans, LA (Co-Author)

Details: *Presentation regarding school-based health centers (SBHCs) are an important avenue for helping students receive timely clinical preventive care.*

10/2014 A Multi-Tiered Approach to Preventing Repeat Teen Births, Society for Adolescent Health and Medicine 2014 Annual Meeting, Society for Adolescent Health and Medicine (SAHM), Austin, TX (Co-Presenter)

Details: *Consisted of resource-sharing; collaboration activities; planning future meetings. Planned a statewide day/month to highlight the teen pregnancy prevention efforts in Texas.*

10/2014 Contraceptive Counseling, Youth-serving organization staff training, The Children's Shelter staff, The Children's Shelter, San Antonio, TX (Invited Speaker)

Details: *Update on the moderately and highly effective contraceptive methods and limitations.*

10/2014 Sex Ed 101, Youth-serving organization staff training, The Children's Shelter staff, The Children's Shelter, San Antonio, TX (Invited Speaker)

Details: *Update on teen birth rate stats, refresher and update on sexually transmitted diseases, update on contraceptive methods and their limitations.*

06/2014 It Takes a Community to Reduce Teen Births, Teen Pregnancy Prevention Grantee Conference, TPP Organizations, Centers for Disease Control and Prevention, Washington, DC (Co-Author)

Details: *Presentation poster on teen birth rates in south San Antonio.*

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06/2014 Be An Askable Advocate, Child Advocates San Antonio (CASA) Training, Healthcare Professionals, Child Advocates San Antonio (CASA), San Antonio, TX (Sole Presenter)

Details: *Training for CASA employees to demonstrate the effectiveness of innovative, multicomponent, community-wide initiatives in reducing rates to teen pregnancy; focus on AA and Latino/Hispanic 15-19 year old youth; apply common approach with different strategies.*

03/2014 The Importance of Linking Youth on Probation to Clinical Services: A Partnership Between UT Teen Health and Bexar County Juvenile Probation Department, 2013 Annual Meeting of the Society for Adolescent Health and Medicine, Healthcare Providers, Society for Adolescent Health and Medicine, Atlanta, GA (Co-Presenter)

03/2014 Preparation, Presence and Programs: Getting EBPs into Schools, 2013 Annual Meeting of the Society for Adolescent Health and Medicine, Healthcare Professionals, Society for Adolescent Health and Medicine, Atlanta, GA (Co-Presenter)

02/2014 Life, Love, and the Pursuit of Teen Pregnancy Prevention, Pediatric Noon Conference Series, Pediatric Residents, Department of Pediatrics, San Antonio, TX (Invited Speaker)

Details: *Present to the pediatric residents best practices for adolescent health and identifying characteristics of becoming an "Askable" doctor.*

12/2013 Using Community Needs Assessment Data for a Community-Wide Teen Pregnancy Prevention Program, 2013 Child and Maternal Health Epidemiology Conference, Healthcare Professionals, Child and Maternal Health Epidemiology, San Antonio, TX (Invited Speaker)

Details: *Discussion on how to involve the community when trying to implement teen pregnancy prevention strategies.*

10/2013 Reducing Repeat Teen Births in South Texas: Exploration of Two Strategies to Increase Clinical Access., 2013 Evaluation Conference, Evaluators, American Evaluation Association, Washington, DC (Co-Author)

03/2013 The Importance of Linking Youth on Probation to Clinical Services: A Partnership between UT Teen Health and Bexar County Juvenile Probation Department, 2013 Annual Meeting of the Society for Adolescent Health and Medicine, Society for Adolescent Health and Medicine, Atlanta, GA (Co-Author)

Details: *Presentation given to share the importance of linking high-risk teen to clinical services.*

03/2013 New Formulations in Contraception, 36th Annual Family Practice Review Course, Family Practitioners, Dept. of Family & Community Medicine; UTHSCSA, San Antonio, TX (Invited Speaker)

Details: *Presented to 300 Family Medicine physicians on contraception updates.*

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03/2013 Discussing Sexuality with Adolescents, 36th Annual Family Practice Review Course, Family Practitioners, Dept. of Family and Community Medicine, UTHSCSA, San Antonio, TX (Invited Speaker)

Details: *Presented to 300 Family Medicine physicians on how to discuss sensitive topics in the office setting.*

03/2013 New Formulations in Contraception, 36th Annual Family Practice Review Course, Healthcare Professionals, UTHSCSA - Family Practice, San Antonio, TX (Invited Speaker)

02/2013 Preterm Birth in Teens: The Who, What and Why, 36th Annual TACSAP Conference, Organizations working with pregnant adolescents, Texas Association Concerned with School Aged Parenthood, San Antonio, TX (Invited Speaker)

Details: *Conference conducted for individuals and organizations working with pregnant adolescents, school-age parents and their children in the state of Texas.*

12/2012 Using Community Needs Assessment Data for a Community-Wide Teen Pregnancy Prevention Program, 2012 Child and Maternal Health Epidemiology Conference, Child and Maternal Health Epidemiology, San Antonio, TX (Invited Speaker)

Details: *Discussion on how to involve the community when trying to implement teen pregnancy prevention strategies.*

11/2012 Teen Pregnancy Prevention: Strategies and Lessons Learned, OAH and CDC Webinar, Office of Adolescent Health and Centers for Disease Control and Prevention, San Antonio, TX (Co-Presenter)

10/2012 The Adolescent GYN Visit, Ob/Gyn Resident Didactic, Ob/Gyn MDs, Obstetrics & Gynecology, San Antonio, TX (Sole Presenter)

Details: *Presenting best practices for adolescent health and describing key characteristics of becoming an "Askable" physician.*

10/2012 Genital Herpes: Is Type-1 More Common Now?, Adolescent Wellness and Sexual Health, Healthcare Professionals and Educators, Scott & White Healthcare, San Antonio, TX (Invited Speaker)

Details: *Presentation geared to update healthcare professionals and educators on current statistics and trends regarding teen sexual activity and STDs.*

10/2012 The Other STDs: Chlamydia, Gonorrhea, Syphilis & Trichomoniasis, Adolescent Wellness and Sexual Health, Healthcare Professionals and Educators, Scott & White Healthcare, San Antonio, TX (Invited Speaker)

Details: *Presentation geared to update healthcare professionals and educators on current statistics and trends regarding teen sexual activity and STDs.*

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08/2012 Implementing Teen Pregnancy Prevention Programs in School Systems: What You Need to Know, Texas DSHS Education Webinar, Educators and Healthcare Providers, Dept. of State Health Services, TX (Sole Presenter)

Details: *Discussion of best practices to allow evidence-based programs into schools.*

06/2012 Preparation, Presence, and Programming: Strategies to getting EBPs in Schools, Annual National Grantee Conference, Centers for Disease Control and Prevention, Atlanta, TX (Invited Speaker)

Details: *Discussion of strategies to get evidence-based programs into public schools.*

04/2012 Life, Love and the Pursuit of Teen Pregnancy Prevention, Ob/Gyn Grand Rounds, Healthcare Professionals, Dept. of Ob/Gyn; UTHSCSA, San Antonio, TX (Invited Speaker)

Details: *Identify at least 3 goals of UT Teen Health and its target community; current best practices for adolescent health; becoming an "Askable" doctor.*

04/2012 What's Your SPARK?, St. Peter Prince of Apostles School "Diogras", Middle School Students, St. Peter Prince of Apostles School, San Antonio, TX (Invited Speaker)

Details: *Ceremony to recognize the students' integrity, honor, and talents.*

03/2012 A Dialog to Decreasing Teen Births, Texas Nurse Family Partnership Supervisor Annual Meeting, Nurse Family Partnership, San Antonio, TX (Invited Speaker)

Details: *Identified multiple strategies for home visitation to decrease repeat teen birth.*

02/2012 Teens and Sex: The Medical Facts Teens and Parents Need to Know, National Charity League, Teen Girls, National Charity League, San Antonio, TX (Invited Speaker)

Details: *Presented to 20 11th grade girls at their monthly meeting regarding adolescent reproductive health.*

02/2012 UT Teen Health History and Philosophy, Bexar County Case Managers Coalition Meeting, Social Workers, Bexar County Case Managers Coalition, San Antonio, TX (Invited Speaker)

Details: *Introduce the community to the UT Teen Health CDC Project's community-wide initiative.*

01/2012 Teens and Sex: The Medical Facts Teens and Parents Need to Know, National Charity League, Teen Girls, National Charity League, San Antonio, TX (Invited Speaker)

Details: *Presented to 20 10th grade girls at their monthly meeting regarding adolescent reproductive health.*

02/2011 STDs: Current Issues and Transmission, Medical Professionals, Bexar County Sexual Assault Response Team, Methodist Health System, San Antonio, TX (Sole Presenter)

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Details: *Presented to 25 sexual assault nurse examiners at their training regarding STDs.*

09/2010 Contraception: Which Ones?, ACOG District XI Meeting, Organization physicians, American Congress of Obstetricians & Gynecologists, Rockport, TX (Invited Speaker)

Details: *Presented to 40 obstetricians and gynecologists at the ACOG District XI meeting regarding contraceptive updates.*

09/2010 Adolescent Encounter, The, ACOG District XI Meeting, Organization physicians, American Congress of Obstetricians & Gynecologists, Rockport, TX (Invited Speaker)

Details: *Presented to 40 obstetricians and gynecologists at the ACOG District XI meeting regarding interacting with adolescents.*

07/2010 What's the Message?...Why Me?, UTHSCSA Sex Education Program Teacher Training, Kerrville ISD teachers, coaches, counselors, UTHSCSA Sex Education Program, Kerrville, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

07/2010 Sexually Transmitted Infections, UTHSCSA Sex Education Program Teacher Training, Kerrville ISD coaches, teachers, and nurses, UTHSCSA Sex Education Program, Kerrville, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

07/2010 Contraception & Teens: Clarifying the Confusion, UTHSCSA Sex Education Program Teacher Training, Kerrville ISD coaches, teachers, and nurses, UTHSCSA Sex Education Program, Kerrville, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

05/2010 Current Cervical Cytology and HPV Testing, ACOG 58th Annual Clinical Meeting, ACOG Members, American Congress of Obstetricians and Gynecologists, San Francisco, CA (Invited Speaker)

Details: *Course director for office gynecology seminar coordinating 3 speakers for 100 attendees.*

05/2010 Update on Contraception, ACOG 58th Annual Clinical Meeting, ACOG Members, American Congress of Obstetricians and Gynecologists, San Francisco, CA (Invited Speaker)

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Details: *Course director for office gynecology seminar coordinating 3 speakers for 100 attendees.*

03/2010 Our Story, Doctors Day, Travis Early College High School, San Antonio, TX (Sole Presenter)

Details: *On behalf of the SOM, Office of the Dean, met with high school students, presented a brief life history and held discussion regarding becoming a physician and possessing a successful practice.*

03/2010 Freshman Relationships and Sexuality, Freshman Relationship and Sexuality Retreat, High school freshmen, Fort Worth Country Day School, Ft. Worth, TX (Invited Speaker)

Details: *Presentation to 50 high school freshmen regarding health and sexual issues.*

02/2010 Contraception: Facts You Need to Know, Scott & White Continuing Nursing Education, Regional nurses, Scott & White, San Antonio, TX (Co-Presenter)

Details: *Provided updates on STD data and contraception information to 130 regional nurses.*

01/2010 What's the Message?...Why Me?, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

01/2010 Sexually Transmitted Infections, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

01/2010 Contraception & Teens: Clarifying the Confusion, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

09/2009 What's the Message?...Why Me?, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal*

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issues.

09/2009 Sexually Transmitted Infections, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

09/2009 Contraception & Teens: Clarifying the Confusion, UTHSCSA Sex Education Program Teacher Training, Regional school teachers, coaches, nurses, and administrators, UTHSCSA Sex Education Program, San Antonio, TX (Co-Presenter)

Details: *Presented lecture as part of a two-day teaching seminar for coaches, educators, administrators, and nurses providing instruction on adolescent sexual health and legal issues.*

09/2009 Genital Herpes Update, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Austin, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

09/2009 The Other STDs: Bacterial, HIV, and Hepatitis, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Austin, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

06/2009 Update on PAP smears and HPV, In-Service, Family Planning, University Health System, San Antonio, TX (Sole Presenter)

Details: *Two hour update on PAP smear guidelines and the role of HPV to 50 participants including RNs, LVNs, Nurse Practitioners and Health Educators.*

05/2009 Current Cervical Cytology and HPV Testing, American College of Obstetricians & Gynecologists 57th Annual Clinical Meeting, Obstetricians and Gynecologists, American College of Obstetricians and Gynecologists, Chicago, IL (Invited Speaker)

Details: *Course director for office gynecology seminar coordinating 3 speakers for 100 attendees.*

05/2009 Update on Contraception, American College of Obstetricians & Gynecologists 57th Annual Clinical Meeting, Obstetricians and Gynecologists, American College of Obstetricians and Gynecologists, Chicago, IL (Invited Speaker)

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Details: *Course director for office gynecology seminar coordinating 3 speakers for 100 attendees.*

05/2009 The Adolescent Encounter, American College of Obstetricians & Gynecologists 57th Annual Clinical Meeting, Obstetricians and Gynecologists, American College of Obstetricians and Gynecologists, Chicago, IL (Invited Speaker)

Details: *Providing solutions for challenging and common problems in Gyn practice.*

05/2009 Adolescent Health, In-Service, Family Planning, University Health System, San Antonio, TX (Sole Presenter)

Details: *Three hour update on adolescent health to 50 participants including RNs, LVNs, Nurse Practitioners and Health Educators.*

05/2009 The Redesign of Contraception: The Demise of the 21/7 Regimen, American College of Obstetricians & Gynecologists 57th Annual Clinical Meeting, American College of Obstetrics and Gynecology, Chicago, IL (Invited Speaker)

Details: *Presented a Clinical Seminar series to participants at the Annual Clinical Meeting*

04/2009 Contraceptive Update, In-Service, Family Planning, University Health System, San Antonio, TX (Sole Presenter)

Details: *Three hour update on contraceptive methods to 50 participants including RNs, LVNs, Nurse Practitioners and Health Educators.*

03/2009 Talking to Adolescents about Sex, 32nd Annual Family Practice Review Course, Dept. of Family and Community Medicine, UT Health Science Center, San Antonio, TX (Invited Speaker)

Details: *Intense review designed to assist the physician in updating his/her knowledge by presenting practical information that can be used in the office.*

03/2009 Contraception - New Formulations, 32nd Annual Family Practice Review Course, Dept. of Family and Community Medicine, UT Health Science Center, San Antonio, TX (Invited Speaker)

Details: *An intense review designed to assist the physician in updating his/her knowledge by presenting practical information that can be used in the office.*

03/2009 Healthy Choices for Your Future: Discerning the Truth about Sex, Choosing Your Plan, Just Say YES Freshman Retreat, Adolescents and Parents, Just Say YES, Fort Worth, TX (Invited Speaker)

Details: *Reaching adolescents with a focus on health issues and sexuality.*

03/2009 Freshman Relationships and Sexuality, Freshman Relationship and Sexuality Retreat, High school freshmen, Fort Worth Country Day School, Ft. Worth, TX (Invited Speaker)

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Details: *Presentation to 50 high school freshmen regarding health and sexual issues.*

12/2008 Minors Facing Major Issues: Health Event I, 82nd Annual TAHPERD Convention, Educators, Texas Association of Health, Physical Education, Recreation, and Dance (TAHPERD), Corpus Christi, TX (Invited Speaker)

Details: *Presented to 100 attendees regarding the critical issues facing teens, provided tools and resources to use in the classroom; discussed/shared experiences related to critical issues facing teens about health.*

10/2008 HSV: The Silent Epidemic, Adolescent Gynecology: A Focus on the Younger Patient, Chicago, IL (Invited Speaker)

10/2008 Preventing Teen Pregnancy: The Role of Long-Term Contraception, Adolescent Gynecology: A focus on the Younger Patient, Chicago, IL (Invited Speaker)

10/2008 Adolescent Sexual Health: The Critical Role of Healthcare Professionals, ACOG UPDATE Program, American College of Obstetricians and Gynecologists, Chicago, IL (Panel)

Details: *American College of Obstetricians and Gynecologists (ACOG) UPDATE program. Unscripted format for issues consisting of a moderator and two panelists in which they discuss subjects that they are authorities on. This is distributed to ACOG members nationwide.*

10/2008 Adolescent Sexual Health: The Critical Role of Healthcare Professionals, Pediatric Update Program, Washington University in St. Louis School of Medicine, Chicago, IL (Panel)

Details: *Pediatric Update Program. Unscripted format for issues consisting of a moderator and two panelists in which discussions were held on panelists' specialties.*

09/2008 Preventing Teen Pregnancy: The Role of Long-Term Contraception, Adolescent Gynecology: A Focus on the Younger Patient, Philadelphia, PA (Invited Speaker)

09/2008 HSV: The Silent Epidemic, Adolescent Gynecology: A Focus on the Younger Patient, Philadelphia, PA (Invited Speaker)

07/2008 Contraceptives for Teens: Clarifying the Confusion, Medical Institute 7th National Meeting, Medical Institute for Sexual Health, Austin, TX (Invited Speaker)

05/2008 Update on Hormone Therapy, American College of Obstetricians & Gynecologists 56th Annual Clinical Meeting, American College of Obstetricians & Gynecologists, New Orleans, LA (Invited Speaker)

05/2008 Current Cervical Cytology and HPV Testing Recommendations, American College of Obstetricians & Gynecologists 56th Annual Clinical Meeting, American College of

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Obstetricians & Gynecologists, New Orleans, LA (Invited Speaker)

05/2008 OCPs: Which ones and how to prescribe them, American College of Obstetricians & Gynecologists 56th Annual Clinical Meeting, American College of Obstetricians & Gynecologists, New Orleans, LA (Invited Speaker)

05/2008 Double Jeopardy: What is "Teens and Sex?", University Health System Labor & Delivery CNE, Nursing staff, UTHSCSA Sex Education Program, San Antonio, TX (Sole Presenter)

Details: *Provided 1 hour in-service to nurses regarding adolescent sexual health for continuing education credit.*

04/2008 Nonviral STDs & PID, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Houston, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

04/2008 HIV / Hepatitis Update, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Houston, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

12/2007 Bacterial/Protozoal STDs, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Austin, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

11/2007 HIV / Hepatitis Update, Adolescent Sexual Health Today: How Healthcare Professionals & Educators can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Austin, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

11/2007 Teens and Sex: Are our Children Prepared to Make Healthy Choices?, Alamo Heights ISD "Mom's Talk", Parents, School District, San Antonio, TX (Sole Presenter)

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Details: *Educating parents on how to talk to their kids about sex.*

11/2007 Innovations in Contraception: It's Not Just About Birth Control, Innovations in Gynecology 2007, Breakfast with the Professors, Physicians, Mt. Laurel, NJ (Invited Speaker)

11/2007 21/7 Contraception Alternative: Eliminating Monthly Menstruation and Associated Problems., Stages in Women's Health: Bridging the Gaps from Adolescence through Menopause, Physicians, Nassau, Bahamas, The (Invited Speaker)

11/2007 Adolescent Female Patient Care, Stages in Women's Health: Bridging the Gaps from Adolescence through Menopause, Physicians, Nassau, Bahamas, The (Invited Speaker)

11/2007 Raging Hormones: Acne, Sex, and Adolescents, Stages in Women's Health: Bridging the Gaps from Adolescence through Menopause, Physicians, Nassau, Bahamas, The (Invited Speaker)

11/2007 Management of Common Adolescent Menstrual Problems, Stages in Women's Health: Bridging the Gaps from Adolescence through Menopause, Physicians, Nassau, Bahamas, The (Invited Speaker)

10/2007 Sex 911: What Athletes Need to Know, Athletic Program Meeting, Adolescent Athletes, Judson ISD, San Antonio, TX (Sole Presenter)

10/2007 Oral Contraceptive Dosing: Eliminating Monthly Menstruation and Associated Problems, Grand Rounds, Department of Ob/Gyn, Faculty, Residents, Medical Students, San Antonio, TX (Invited Speaker)

10/2007 What Athletes Need to Know about Teens & Sex, Woodlake Hills Middle School Athletic Program, Middle School Students, School District, San Antonio, TX (Co-Presenter)

Details: *To educate the students on adolescent sexual health.*

09/2007 The "A" Word: Does the Abstinence Message Really Work?, Laredo Rotary Club District 5930 Meeting, Laredo Rotary Club, Laredo Rotary Club, Laredo, TX (Invited Speaker)

09/2007 Sexually Transmitted Disease Overview, Medical Institute Regional Meeting, Medical Institute for Sexual Health, San Antonio, TX (Invited Speaker)

09/2007 Teen Pregnancy, Medical Institute Regional Meeting, Medical Institute of Sexual Health, San Antonio, TX (Invited Speaker)

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09/2007 21/7 Contraception Alternatives: Eliminating Monthly Menstruation and Associated Problems, Innovations in Gynecology 2007, Physicians, Boston, MA (Invited Speaker)

08/2007 Truth or Dare: Sex is Not a Game, Edgewood ISD Continuing Nurse Education, School Nurses, Edgewood ISD, San Antonio, TX (Sole Presenter)

07/2007 Bacterial/Protozoal STDs, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Fort Worth, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

07/2007 Management of Adolescent Menstrual Disorders: Cramps, Bleeding & PMS, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Fort Worth, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

06/2007 Teen Pregnancy, Clinical Intervention, The Medical Institute, Crestview Hills, KY (Invited Speaker)

06/2007 STDs: Clarifying Confusing Issues, Clinical Intervention, Medical Institute, Crestview Hills, KY (Invited Speaker)

05/2007 Update on Hormone Therapy, American College of Obstetricians & Gynecologists 55th Annual Clinical Meeting, American College of Obstetricians & Gynecologists, San Diego, CA (Invited Speaker)

05/2007 Abnormal Uterine Bleeding: Diagnosis and Management, American College of Obstetricians & Gynecologists 55th Annual Clinical Meeting, American College of Obstetricians & Gynecologists, San Diego, CA (Invited Speaker)

05/2007 21/7 Contraception Alternatives: Eliminating Monthly Menstruation & Associated Problems, Innovations in Gynecology 2007, Chicago, IL (Invited Speaker)

05/2007 Sex 911: Teens & Sex: What You Need to Know, Athletic Program Presentation, Brackenridge HS Athletes, San Antonio ISD, San Antonio, TX (Sole Presenter)

03/2007 Healthy Choices for Your Teens - Discerning the Truth about Sex, Helping them Choose a Plan, Community Presentation, Parent Community, Fort Worth Country Day School,

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Fort Worth, TX (Invited Speaker)

Details: *Addressing parents about adolescent sexual health and communication strategies to utilize with teens.*

03/2007 Healthy Choices for Your Future - Discerning the Truth about Sex, Choosing your Plan, Community Presentation, Students, Forth Worth Country Day School, Fort Worth, TX (Invited Speaker)

Details: *Addressing teens about adolescent sexual health from a medical perspective.*

03/2007 The Demise of 21/7 Contraception: Eliminating Monthly Menstruation and Associated Problems, Innovations in Gynecology 2007, Houston, TX (Invited Speaker)

03/2007 Explaining and Spreading the "A-Word" Can an Abstinence Message Really Make a Difference?, Grand Rounds, Department of Pediatrics, Physicians, Residents and Students, UT Health Science Center at San Antonio, San Antonio, TX (Invited Speaker)

03/2007 It Will Never Happen to Me: STDs and Consequences, Region 20 Continuing Nurse Education Conference, Nurses, Educational Service Center Region 20, San Antonio, TX (Invited Speaker)

Details: *Provide an update on STDs to nurses from a 17,000 square mile radius (Region 20)*

03/2007 Sexual Health: Current Contraceptives with Kids, Region 20 Continuing Nurse Education Conference, Nurses, Educational Service Center Region 20, San Antonio, TX (Sole Presenter)

Details: *Provided update on contraceptive use in teens to nurses from a 17,000 square mile area (Region 20)*

03/2007 Freshman Relationships and Sexuality, Freshman Relationship and Sexuality Retreat, High school freshmen, Fort Worth Country Day School, Ft. Worth, TX (Invited Speaker)

Details: *Presentation to 50 high school freshmen regarding health and sexual issues.*

02/2007 Teens & Sex: What You Need to Know to Discuss Sexual Issues, Christus Santa Rosa Continuing Medical Education Series, Physicians, Christus Santa Rosa, San Antonio, TX (Sole Presenter)

11/2006 Explaining and Spreading the "A-Word": Can an Abstinence Message Really Make a Difference?, Grand Rounds, Department of Ob/Gyn, Physicians, Residents, Students, UT Health Science Center at San Antonio, San Antonio, TX (Sole Presenter)

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10/2006 Pre-Eclampsia, Medical Students II ICS, Medical Students, UTHSCSA, San Antonio, TX (Sole Presenter)

09/2006 Bacterial/Protozoal STDs, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, San Antonio, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

09/2006 Hepatitis A, B, & C, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, San Antonio, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

09/2006 Contraception & Teens: Providing the Facts, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, San Antonio, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

09/2006 Talking to Adults About Teen Sex, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, San Antonio, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

07/2006 STD Overview, Sixth National Meeting of The Medical Institute, The Medical Institute, Chicago, IL (Invited Speaker)

07/2006 Community Support for Abstinence Education Programs, Sixth National Meeting of The Medical Institute, The Medical Institute, Chicago, IL (Invited Speaker)

05/2006 Post Graduate Course on Office Gynecology: Update on Hormone Therapy, American College of Obstetricians & Gynecologists 54th Annual Clinical Meeting, American College of Obstetricians and Gynecologists, Washington, DC (Invited Speaker)

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05/2006 Post Graduate Course on Office Gynecology: Teens and Sex, the Critical Role of HCPs, American College of Obstetricians and Gynecologists 54th Annual Clinical Meeting, American College of Obstetricians and Gynecologists, Washington, DC (Invited Speaker)

05/2006 Post Graduate Course on Office Gynecology: Abnormal Uterine Bleeding: Diagnosis and Management, American College of Obstetricians and Gynecologists 54th Annual Clinical Meeting, American College of Obstetricians and Gynecologists, Washington, DC (Invited Speaker)

05/2006 Post Graduate Course on Office Gynecology: Sex in the Perimenopause and Menopause, American College of Obstetricians and Gynecologists 54th Annual Clinical Meeting, American College of Obstetricians and Gynecologists, Washington, DC (Invited Speaker)

11/2005 What Med Students Need to Know About Teens and Sex, Texas Medical Association, Student Chapter, UT Health Science Center at San Antonio, San Antonio, TX (Invited Speaker)

Details: *Presentation geared specifically for medical students regarding adolescent sexual health.*

10/2005 Contraceptive Update, Fifth Annual Fall Preceptor Conference Pharmacology Update, School of Nursing, UTHSCSA, San Antonio, TX (Invited Speaker)

Details: *Provided update to over 100 nurses on contraception.*

10/2005 HIV / Hepatitis B & C, Adolescent Sexual Health Today: How Healthcare Professionals & Educators Can Make a Difference for Teens, Healthcare Professionals and Educators, Scott & White, Temple, TX (Invited Speaker)

Details: *Update healthcare professionals & sex educators on current data on STDs & teen pregnancy; the multitude of problems with teenage sexual activity; techniques on communicating sexual issues to teens/adults.*

09/2005 Teens & Sex: Risk Avoidance, First Annual Women's Health Symposium, Dept. of Ob/Gyn, UTHSCSA National Center of Excellence in Women's Health, San Antonio, TX (Invited Speaker)

09/2005 STDs: Clarifying Confusing Issues, Regional Abstinence Education Conference, Medical Institute for Sexual Health, Nashville, TN (Invited Speaker)

09/2005 Contraception & Teens: Why Not?, Regional Abstinence Education Conference, Medical Institute for Sexual Health, Nashville, TN (Invited Speaker)

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09/2005 Important Role of Parents, Regional Sex Education Conference, Medical Institute for Sexual Health, Nashville, TN (Invited Speaker)

07/2005 STDs: Clarifying Confusing Issues, Maternal & Child Health Bureau, Medical Institute of Sexual Health, Indianapolis, IN (Invited Speaker)

07/2005 Contraception & Teens: Why Not?, Maternal & Child Health Bureau, Medical Institute of Sexual Health, Indianapolis, IN (Invited Speaker)

07/2005 Important Role of Parents, Maternal & Child Health Bureau, Medical Institute of Sexual Health, Indianapolis, IN (Invited Speaker)

04/2005 Contraception - New Formulations, 29th Annual Family Practice Review Course, Family Practice, UTHSCSA, San Antonio, TX (Invited Speaker)

03/2005 Teen Pregnancy, Clinical Intervention Seminar, McClennan Co. Abstinence Project, Medical Institute of Sexual Health, Waco, TX (Invited Speaker)

Details: *Discussing with medical professionals the problems of teen pregnancy.*

03/2005 The Neglected Consequences of Adolescent Sexual Activity, Clinical Intervention Seminar, McClennan Co. Abstinence Project, Medical Institute of Sexual Health, Waco, TX (Invited Speaker)

Details: *Discussion with healthcare professionals the consequences of teen sexual activity.*

10/2004 What Healthcare Professionals Need to Know About Teens and Sex, Seminars and Annual Healthcare Conferences, Healthcare Professionals, UTHSCSA Sex Education Program, San Antonio, TX (Sole Presenter)

Details: *Presentation geared specifically for the healthcare professional regarding teen sexual activity.*

RESEARCH GRANTS:

Project #: TP1AH000087-01-0
Funding Agency: Office of Adolescent Health
Title: Replicating Evidence-Based TPP Programs to Scale in Communities with the Greatest Need (Tier 1B)
Status: Active
Period: 07/2015 - 06/2020
Role: Principal Investigator **% Effort:** 30
Total Costs: $10,000,000.00
Grant Detail: Partner with community youth serving organizations and the San Antonio Teen Pregnancy Prevention Collaborative to implement evidence-based teen pregnancy prevention (TPP) programs for approximately 17,550 youth under age 20 annually in Bexar County, Texas.

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Federal

Project #: TP1AH000124-01-0
Funding Agency: Office of Adolescent Health
Title: Capacity Building to Support Replication of Evidence-Based TPP Programs
Status: Active
Period: 07/2015 - 06/2020
Role: Principal Investigator **% Effort:** 25
Total Costs: $3,750,000.00
Grant Detail: Provide capacity building assistance (CBA) to organizations that have experience implementing programs for youth and are serving some of the most vulnerable populations with demonstrated need for teen pregnancy prevention (TPP) programs: youth in juvenile detention, youth in foster care, and expectant and parenting teens. Will provide training, technical assistance, and support to these organizations to enable them to implement evidence-based TPP programs for the youth they serve. The designated service area for this project is the state of Texas. It is estimated that 1,500 youth in juvenile detention, youth in foster care, and expectant and parenting teens will receive evidence-based TPP programs annually.

Project #: 5U58DP002919-05
Funding Agency: Centers for Disease Control and Prevention
Title: Centers for Disease Control & Prevention - 157405
Status: Complete
Period: 09/2014 - 09/2015
Role: Principal Investigator **% Effort:** 35
Total Costs: $1,128,358.00
Grant Detail: Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

Project #: TP2AH000014
Funding Agency: Office of Adolescent Health
Title: Office of Adolescent Health - 157501
Status: Complete
Period: 08/2014 - 09/2015
Role: Co-Investigator **% Effort:** 35
Total Costs: $851,450.00
Grant Detail: Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

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Project #: 1U58DP002919-04
Funding Agency: Centers for Disease Control and Prevention
Title: Centers for Disease Control & Prevention - 155385
Status: Complete
Period: 09/2013 - 09/2014
Role: Principal Investigator **% Effort:** 45
Total Costs: $1,128,358.00
Grant Detail: Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

Project #: TP2AH000014
Funding Agency: Office of Adolescent Health
Title: Office of Adolescent Health - 155090
Status: Complete
Period: 09/2013 - 08/2014
Role: Principal Investigator **% Effort:** 40
Total Costs: $851,450.00
Grant Detail: Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

Project #: 1U58DP002919-03
Funding Agency: Centers for Disease Control and Prevention
Title: Centers for Disease Control & Prevention - 153277
Status: Complete
Period: 09/2012 - 09/2013
Role: Principal Investigator **% Effort:** 50
Total Costs: $1,209,387.00
Grant Detail: Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

Project #: TP2AH000014
Funding Agency: Office of Adolescent Health
Title: Office of Adolescent Health - 153145
Status: Complete
Period: 09/2012 - 08/2013
Role: Principal Investigator **% Effort:** 50
Total Costs: $851,450.00
Grant Detail: Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

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Project #: 1U58DP002919-02
Funding Agency: Centers for Disease Control and Prevention
Title: Centers for Disease Control & Prevention - 151578
Status: Complete
Period: 09/2011 - 09/2012
Role: Principal Investigator **% Effort:** 40
Total Costs: $1,209,387.00
Grant Detail: Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

Project #: TP2AH000014
Funding Agency: Office of Adolescent Health
Title: Office of Adolescent Health - 151358
Status: Complete
Period: 09/2011 - 08/2012
Role: Principal Investigator **% Effort:** 50
Total Costs: $851,450.00
Grant Detail: Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

Project #: 1U58DP002919-01
Funding Agency: Centers for Disease Control and Prevention
Title: Centers for Disease Control & Prevention - 131925
Status: Complete
Period: 09/2010 - 09/2011
Role: Principal Investigator **% Effort:** 30
Total Costs: $1,209,387.00
Grant Detail: Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

Project #: TP2AH000014
Funding Agency: Office of Adolescent Health
Title: Office of Adolescent Health - 131872
Status: Complete
Period: 09/2010 - 08/2011
Role: Principal Investigator **% Effort:** 35
Total Costs: $851,450.00
Grant Detail: Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

Project #: 125569

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Funding Agency: Administration for Children & Families
Title: Community-Based Abstinence Education 125569
Status: Complete
Period: 09/2007 - 10/2008
Role: Principal Investigator **% Effort:** 30
Total Costs: $799,788.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 123521
Funding Agency: Administration for Children & Families
Title: Community-Based Abstinence Education 123521
Status: Complete
Period: 09/2006 - 10/2007
Role: Principal Investigator **% Effort:** 50
Total Costs: $799,778.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 121818
Funding Agency: Administration for Children & Families
Title: Community-Based Abstinence Education 121818
Status: Complete
Period: 09/2005 - 10/2006
Role: Co-Investigator **% Effort:** 30
Total Costs: $799,778.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Private

Project #: 155525
Funding Agency: University Health System
Title: Medicaid 1115 Waiver Program - LARCs Medical Director
Status: Active
Period: 05/2014 - Present
Role: Principal Investigator **% Effort:** N/A
Total Costs: $15,856.68
Grant Detail: Oversee the postpartum insertion of Nexplanon® contraceptive implants project in support of the SAMHD's Teen Pregnancy Prevention Delivery System Reform Incentive Payment Program.

Project #: 155525
Funding Agency: San Antonio Metro Health District
Title: SAMHD 1115 Teen Pregnancy Prevention - Adolescent Medical Home.
Status: Active

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Period: 03/2014 - 09/2016
Role: Principal Investigator **% Effort:**
Total Costs: $378,000.00
Grant Detail: Provide scope of work services in accordance with a deliverables schedule to medical providers on the Adolescent Medical Home (AMH) model.

State

Project #: 157526
Funding Agency: Texas Department of State and Human Services
Title: Texas Department of State Health Services
Status: Active
Period: 11/2014 - 09/2015
Role: Principal Investigator **% Effort:** N/A
Total Costs: $180,000.00
Grant Detail: Deliverable-based technical assistance and training on teen pregnancy prevention evidence-based programs for educational institutions and the community.

Project #: 140079
Funding Agency: University Health System
Title: UHS 1115 Teen Pregnancy Prevention - Long-Acting Reversible Contraception (LARC) Project.
Status: Active
Period: 05/2014 - 05/2016
Role: Principal Investigator **% Effort:** 4.3
Total Costs: $47,570.04
Grant Detail: Provide clinical oversight and provide insertion of long-acting subdermal contraceptive implants in the hospital, development of policies and procedures, assurance that Delivery System Reform Incentive Program project objectives and activities are met.

Project #: 127228
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 127228(08/08-06/09)
Status: Complete
Period: 08/2008 - 06/2009
Role: Principal Investigator **% Effort:** 20
Total Costs: $344,778.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the adolescent sexual health and the benefits of delaying sexual debut.

Project #: 127228
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 127228
Status: Complete
Period: 07/2008 - 09/2008
Role: Principal Investigator **% Effort:** 30
Total Costs: $61,567.00

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Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 126329
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 126329
Status: Complete
Period: 01/2008 - 06/2008
Role: Principal Investigator **% Effort:** 30
Total Costs: $123,134.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 125783
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 125783
Status: Complete
Period: 10/2007 - 12/2007
Role: Principal Investigator **% Effort:** 30
Total Costs: $61,567.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 123583
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 123583
Status: Complete
Period: 10/2006 - 09/2007
Role: Principal Investigator **% Effort:** 30
Total Costs: $418,659.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 121560
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 121560
Status: Complete
Period: 10/2005 - 09/2006
Role: Co-Investigator **% Effort:** 30
Total Costs: $418,659.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 119702
Funding Agency: Texas Department of State Health Services
Title: Abstinence Education Program 119702

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Status: Complete
Period: 10/2004 - 09/2005
Role: Co-Investigator **% Effort:** 30
Total Costs: $418,659.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

Project #: 117888
Funding Agency: Texas Department of Health
Title: Abstinence Education Program 117888
Status: Complete
Period: 10/2003 - 09/2004
Role: Co-Investigator **% Effort:** 30
Total Costs: $418,659.00
Grant Detail: Implement sex education curriculum and educate adolescents and adults on the benefits of delaying sexual debut.

SERVICE

ADMINISTRATIVE RESPONSIBILITIES:

Dates	Type	Description	Role
05/2014-Present		UHS 1115 Teen Pregnancy Prevention	Medical Director

Provide medical direction and clinical oversight for the Delivery System Reform Incentive Payment Program teen pregnancy prevention programming including development of policies and procedures, attendance meetings, assurance that project objectives and activities are met.

03/2014-Present	Staff Supervised	SAMHD 1115 Adolescent Medical Home	Director

Responsible for planning and implementing education Research Services to community medical providers on the Adolescent Medical Home (AMH) model.

09/2010-09/2015	Staff Supervised	UT Teen Health (CDC Project)	Director

Provide a community-wide initiative in south San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen
pregnancy prevention. Managing $6 million in grant funds to provide this service.

09/2010-08/2015	Staff Supervised	UT Teen Health (OAH Project)	Director

Rigorously evaluate a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a
diverse high school student population. Managing $4 million in grant funding to provide this

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service.

09/2008-09/2009	Breast and Cervical Cancer Screening Project (BCCS)	Member

Provide medical direction regarding appropriate use of funding to allow women to obtain breast and cervical cancer screening.

09/2008-Present	UHS Family Planning Director	Director

Provide medical direction to University Health System clinics providing Family Planning Services with state and federal funding.

09/2008-Present	UHS Expanded Primary Health Care	Medical Director

Provide medical direction to University Health System clinics providing Expanded Primary Health Care Services with state and federal funding.

07/2008-04/2011	Ob/Gyn 3rd-Year Clinical Clerkship	Director

Arrange scheduling, provide clinical instruction and guidance to over 200 students per year on the Ob/Gyn third-year rotation.

07/2008-04/2011	Ob/Gyn 4th-Year Clinical Clerkship	Director

Arrange scheduling, provide clinical instruction and guidance to over 50 students per year on the Ob/Gyn fourth-year rotation.

07/2007-06/2008	Ob/Gyn 3rd-Year Clinical Clerkship	Associate Director

Assist with arranging schedules, provide clinical instruction and guidance to over 200 students per year on the Ob/Gyn third-year rotation.

07/2007-06/2008	Ob/Gyn 4th-Year Clinical Clerkship	Associate Director

Assist in arranging schedules, provide clinical instruction and guidance to over 50 students per year on the Ob/Gyn fourth-year rotation.

01/2007-08/2010	Staff Supervised	UTHSCSA Sex Education Program	Director

Direct Sex Education Program to over 115,000 students in 27 public school districts and 8 private schools in and around Bexar County promoting adolescent sexual health. Managed over $17
million in grant funding to provide this service.

06/2005-03/2011	Clinical Foundations	Director

Coordinate speakers/instructors for intense, 3-week mandatory clinical preparation course

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for 200 third-year medical students.

01/2004-05/2011		Clinical Scheduling Coordinator Dept. Ob/Gyn	Coordinator

Coordinate schedule for 25 physicians at 16 clinical sites integrating resident and student educational experiences throughout the clinics and operating rooms.

01/2004-05/2011		Clinical Scheduling Coordinator	Other

Coordinate schedule for 25 physicians at 16 clinical sites integrating resident and student educational experiences throughout the clinics and operating rooms.

10/2003-09/2006	Staff Supervised	UTHSCSA Sex Education Program	Coordinator

Coordinate Sex Education Program to over 35,000 students in 20 public school districts and 6 private schools in and around Bexar County promoting adolescent sexual health. Managing approximately $1 million/year in grant funding to provide this service.

09/2003-03/2009		Ob/Gyn Residency Program	Associate Director

Assist Ob/Gyn Residency Program Director with daily program functions, schedules, work hours, and provide resident education to 24 residents.

PATIENT CARE:

Dates	Type	Description	Role
05/2014-Present	Inpatient	UHS Hospital-based insertions of Nexplanons®	Medical Director

Immediate postpartum insertion of Nexplanon® contraceptive implants in support of the SAMHD's Teen Pregnancy Prevention Delivery System Reform Incentive Payment Program.

10/2009-Present	Outpatient	Medical Arts and Research Center (MARC)	Physician

Healthcare provider at UT Medicine - Women's Health.

09/2009-08/2010	Outpatient	MARC Adolescent Health Clinic	Physician

Healthcare provider specifically for the adolescent patient at UT Medicine - Women's Health.

09/2003-10/2009	Outpatient	University Physician's Group (UPG) Women's Health Clinic	Physician

Healthcare provider at the Ob/Gyn clinic.

07/2003-09/2011	Outpatient	UHS-Southwest Clinic	Physician

Healthcare provider at the Ob/Gyn clinic.

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07/2003-09/2011	Outpatient	UHS-Kenwood Clinic	Physician

Healthcare provider at the Ob/Gyn clinic.

07/2003-09/2011	Outpatient	UHS-Naco Perrin Clinic	Physician

Healthcare provider at the Ob/Gyn clinic.

09/1999-Present	Outpatient	UHS-DT (Robert B. Green)	Physician

Healthcare provider at the Women's Health clinic.

07/1999-Present	Inpatient	University Health System (UHS) Hospital	Physician

Ob/Gyn healthcare provider and surgeon.

SERVICE TO THE INSTITUTION:

Dates	Type	Description	Role
01/2015-Present	Hospital	UHS Chief of Staff	Chief

Provide pivotal executive support for University Health System top management and UTHSCSA medical and dental faculty.

10/2014-03/2016	University	Clinical Learning Environment (CLE) Council	Member

Provide oversight, knowledge, and sharing of information to help build a greater partnership between GME and UHS.

05/2014-Present	Hospital	UHS Hospital-based Insertions of Nexplanons®	Medical Director

Immediate postpartum insertion of Nexplanon® contraceptive implants in support of the SAMHD's Teen Pregnancy Prevention Delivery System Reform Incentive Payment Program.

01/2013-12/2014	Hospital	Quality Risk Management (QRM) Committee	Chair

Review analysis and aggregate tools on patient incidents and mortality. Review physician peer adverse events and code to submit to credentialing.

01/2013-12/2014	Hospital	UHS Executive Committee	Vice-President
10/2012-10/2012	Department	The Adolescent GYN Visit	Associate Professor

Presenting best practices for adolescent health and describing key characteristics of becoming an "Askable" physician.

01/2011-12/2012	Hospital	UHS Executive Committee	Secretary

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10/2010-Present	University	UTM Strategic Planning Steering Committee	Member

Online surveys of faculty, chairs and administrators; web tool development; review of aggregate survey data and interview themes to promote UT Medicine.

09/2009-08/2010	School	Medical Faculty Assembly Executive Committee	Chair

Assembly Chair to the faculty committee.

12/2008-Present	University	Community Service Learning	

Preceptor for medical students, assist with developing and implementing a project plan to satisfy program requirements.

11/2008-11/2009	University	eCV Testing & Feedback Group	Member

Provide input regarding the eCV software selection used University-wide.

10/2008-Present	Hospital	Breast Health Task Force	Member

Define needs of population and identify barriers to access regarding Breast Health.

10/2008-Present	Department	Ob/Gyn Resident Mentoring Program	Mentor

Resident selected position that allows for the mentor to be a teacher, sponsor, advisor, role model, coach and confidant. Responsible for resident evaluations throughout their 4 years of residency.

09/2008-09/2009	School	Medical Faculty Assembly Executive Committee	Representative

Assembly Representative to the Faculty Council

09/2008-09/2009	School	Faculty Council	Member

Medical Faculty Assembly Executive Committee representative

09/2008-Present	Hospital	Clinical Management Team Committee, University Health System	Member

Provide quality assurance to allow integrated services between UHS clinics and provide better healthcare to the citizens of Bexar County.

09/2008-Present	Hospital	UHS Family Planning	Director

Provide medical direction to University Health System clinics providing Family Planning Services utilizing state and federal funding.

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09/2008-Present	Hospital	UHS EPHC Medical Director	Medical Director

Serve as the University Health System Expanded Primary Health Care (EPHC) medical director.

03/2008-05/2008	School	Assistant Dean for Student Affairs Search Committee, School of Medicine	Member

Identify and interview appropriate candidates for Assistant Dean for Student Affairs position.

02/2008-09/2011	Hospital	Invasive Procedure Review Committee, University Health System	Member

Conduct a monthly review of all invasive procedures not meeting approved criteria to ensure that the procedure/surgery performed is appropriate and of high quality.

09/2007-08/2008	School	Medical Faculty Assembly Executive Committee	Secretary/Treasurer
01/2007-09/2009	University	Medical Service Research and Development Plan (MSRDP)	Member at Large
01/2007-02/2009	School	Educational Think Tank Committee, School of Medicine	Member

Met bi-weekly for 18 months and assessed current curricular contents in detail at the School of Medicine; revised the Medical School Curricular Objectives and Competencies.

09/2006-09/2007	University	Faculty Senate Academic Affairs Subcommittee	Member

Addressed policies regarding recruitment of new faculty, faculty workloads, evaluation of administration, and long-range academic planning.

09/2005-09/2010	School	Curriculum Committee	Member

Participate in curricular assessment and improvement.

09/2005-09/2010	School	Curriculum Evaluation & Outcomes Subcommittee, School of Medicine	Chair

Four member subcommittee summarizing information from the Alumni Survey, AAMC Graduation Questionnaire (56-page report) answered by previous graduates, LCME Student Survey and Program Director's Survey. This is reported to the Curriculum Committee annually to provide input for future curricular decisions.

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09/2005-09/2006	University	Faculty Senate Executive Committee	Member

Chairs of all Faculty Senate subcommittees met monthly to discuss issues and decide on an agenda for the monthly Faculty Senate meetings.

09/2005-08/2006	University	Faculty Senate Academic Affairs Subcommittee	Chair

Addressed policies regarding recruitment of new faculty, faculty workloads, evaluation of administration, and long-range academic planning.

08/2005-04/2011	School	Admissions Committee	Member

Interview and evaluate medical school applicants.

08/2005-08/2008	School	Internal Review Subcommittee; Graduate Medical Education Committee, School of Medicine	Member

Provide evaluation of residency programs prior to their site visit.

07/2005-12/2005	School	VERITAS	Student Mentor

Integral part of initiation of groups until final leaders was assigned. These final leaders could not be current course directors, which I was.

01/2005-03/2009	School	Resident Duty Hours Subcommittee; Graduate Medical Education Committee, School of Medicine	Member

Review residency policies and ensure compliance regarding Graduate Medical Education (GME) resident work hour requirements on a monthly basis.

09/2004-08/2007	University	Faculty Senate	Member

Served as the representative voice of the faculty in the School of Medicine regarding issues that may affect the rights, privileges, responsibilities, and welfare of the faculty.

10/2003-12/2007	Hospital	Women's Health Taskforce, University Health System	Member

Discuss and implement improved services for women in the community.

09/2003-12/2007	Hospital	Southeast/Southwest Clinic Operations Committee, University Health System	Member

Review and provide suggestions to improve clinical operations in University Hospital Clinics.

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09/2003-Present	School	Faculty Assembly	Member
09/2003-Present	School	Medical Student Advisor for Ob/Gyn	Advisor

Counsel medical students that choose a career in Obstetrics & Gynecology. Advise students on application process and interview techniques as well as provide letters of recommendation.

06/2003-03/2009	School	Graduate Medical Education Committee (GMEC) School of Medicine	Member
06/2002-07/2003	Hospital	UH Credentialing Committee, University Health System	Member

SERVICE TO THE PROFESSION:

Dates	Type	Description	Role
05/2015-Present	State	Adolescent and Young Adult Health Collaborative Innovation & Improvement Network (AYAH-CoIIN)	Member

Collaborative that discovers, identifies, and implements evidence-informed strategies to increase AYA access to preventive health care visits and to improve the quality of these visits working with DSHS and Maternal & Child Health Bureau.

03/2014-Present	Local	SAMHD 1115 Adolescent Medical Home	Director

Responsible for planning and implementing education Research Services to medical providers on the Adolescent Medical Home (AMH) model.

06/2012-Present	State	Southern Medical Journal	Editorial Board Member

Plan future issues; recruit authors to submit manuscripts and invited papers, identify candidates for the Review Panel in this field.

06/2012-Present		Southern Medical Journal	Journal Reviewer

Utilize expertise and publication history in the area of medicine to review manuscripts which have been submitted to the Southern Medical Journal for publication.

11/2010-Present	National	ABOG Examiner	Examiner

Oral examiner for the American Board of Obstetrics and Gynecology.

08/2010-08/2011		Alpha Omega Alpha, Epsilon Chapter of Texas	

Chapter Councilor; Continue active role in Chapter affairs coordinating nominations and

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elections to the local Alpha Omega Alpha Chapter.

10/2008-10/2008	National	Adolescent Sexual Health: The Critical Role of Healthcare Professionals.	Panel Member

American College of Obstetricians and Gynecologists (ACOG) UPDATE program. Unscripted format for issues consisting of a moderator and two panelists in which they discuss subjects that they are authorities on. This is distributed to ACOG members nationwide.

03/2006-08/2010	National	National Advisory Board Member, The Medical Institute for Sexual Health	Member

Provide direction for the Institute regarding medical, educational and research endeavors.

10/2005-09/2007	National	Medical Institute HIV Review Panel Advisory Group, Centers for Disease Control	Member

Review community information materials for medical accuracy and subsequent submission to the Centers for Disease Control.

09/2005-11/2008	National	US Dept. of Health and Human Services; Office of Adolescent Pregnancy Prevention (OAPP); Curriculum Committee	Member

National Committee utilized to review sex education curricula for medical accuracy.

04/2005-08/2007	National	Center of Excellence; Adolescent Health Working Group	Member

Represent the National Center of Excellence in Women's Health on a national level specifically regarding adolescent health.

SERVICE TO THE PUBLIC:

Dates	Type	Description	Role
04/2016-04/2016	Community	Language Matters! Reframing the Way We Think and Speak about Youth	Panel Member

Focus on building coalitions to support community efforts in teen pregnancy prevention, sexuality education, youth development, and adolescent health.

11/2015-11/2015	Community	Creating and Sustaining Partnerships Presentation	Invited speaker

Discussed successes of UTTH and offered further advice on securing and sustaining partnerships with youth-serving organizations to reduce teen birth rates and repeat teen birth rates.

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08/2015-Present	Community	District Education Advisory Council	Council Member

Established for the critical future planning process of the Alamo Heights school district. Discuss student health issues, technology improvement plan, and district's annual improvement plan.

05/2015-Present	Community	Adolescent and Young Adult Health Collaborative Innovation & Improvement Network (AYAH-CoIIN)	Member

Collaborative that discovers, identifies, and implements evidence-informed strategies to increase AYA access to preventive health care visits and to improve the quality of these visits working with DSHS and Maternal & Child Health Bureau.

03/2015-03/2015	Community	Our Kids Magazine	Other

Dr. Plastino was quoted on page 11 by Bonny Osterhage in "Babies Come from WHERE?! Talking to Your Kids About Puberty."

10/2014-10/2014	Community	Texas Campaign to Prevent Teen Pregnancy	Moderator

Served as a moderator on a panel discussing "Schools and Sexuality Education: Choosing the Right Program."

03/2014-Present	Community	SAMHD 1115 Adolescent Medical Home	Director

Responsible for planning and implementing education Research Services to medical providers on the Adolescent Medical Home (AMH) model.

02/2014-Present	Community	Community Leadership Team (CLT)	Director

Promote interaction of stakeholders and grassroots change makers to ensure sustainability of the TPP efforts and create tools to recruit and leverage further resources to sustain TPP efforts.

09/2013-Present	Community	UT Teen Health N2K: Decisions Curriculum Webisode Series	

Provides narratives of the lives of typical high school students highlighting relationship issues common among adolescents. For use alongside the UT Teen Health N2K: Decisions Curriculum.

05/2013-Present	Patient Care Community	UHS Emergency Preparedness	Director

Organize and manage the delivery of emergency, inpatient, outpatient, and casualty care, and clinical support services as Medical Care Branch Director.

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02/2013-Present	Community	Reproductive Life Plan Workgroup	Chair

A workgroup with the City of San Antonio Metro Health, Healthy Start, developing a pilot intervention to expand the capacity of community agencies to conduct reproductive life planning within existing services across Bexar County.

10/2012-10/2012	Community	Genital Herpes: Is Type-1 More Common Now?	Invited speaker

Presentation geared to update healthcare professionals and educators on current statistics and trends regarding teen sexual activity and STDs.

10/2012-10/2012	Community	The Other STDs: Chlamydia, Gonorrhea, Syphilis & Trichomoniasis	Invited speaker

Presentation geared to update healthcare professionals and educators on current statistics and trends regarding teen sexual activity and STDs.

10/2012-10/2012	Community	Live, Love and the Pursuit of Teen Pregnancy Prevention	Invited speaker

Ethics CME for physicians and healthcare providers to better understand the current programs in place to aid in teen pregnancy prevention.

10/2012-Present	Community	Texas Campaign to Prevent Teen Pregnancy - Advisory Committee	Member

Provides statewide leadership, information and support in addressing the prevention of teen pregnancy. The overarching goal is that the youth of Texas have every opportunity to become productive adults and contributing members of society. Key efforts: Changing the conversation about teen pregnancy; building a constituency for change across the state; and providing support and information to service providers working to prevent teen pregnancy in their communities.

09/2012-Present	Community	Alamo Heights ISD School Health Advisory Council	Member

Advise the Board of Trustees about matters relating to Coordinated School Health in general, nutrition service, family/community involvement, health education, and physical education as required by the state of Texas.

09/2012-Present	Community	St. Peter Pastoral Council	Member

Provide guidance for administrative and business practices for the St. Peter Prince of Apostle Church.

08/2012-08/2012	Community	DSHS Education Webinar	Speaker

Implementing Teen Pregnancy Prevention Programs in School Systems: What You Need to Know

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04/2012-04/2012	Community	What's Your SPARK?	Invited speaker

Recognizing students from St. Peter the Apostle School.

02/2012-02/2012	Community	Seguin ISD Parent/Student Program	Invited speaker

SayIt? Sexual Reality Revealed presentation to 80 parents and students.

02/2012-02/2012	Community	Woodridge PTO	Invited speaker

Discussion with 50 parents and teachers regarding heart health.

02/2012-02/2012	Community	American Heart Association	Invited speaker

Luncheon held to discuss heart health in women; 75 attendees.

02/2012-Present	Community	Bexar County Case Managers Coalition	Presenter

Introduce the community to the UT Teen Health CDC Project's community-wide initiative.

12/2011-Present	Community	Healthy Families Network	Member

Help to improve birth outcomes in San Antonio.

09/2011-Present	Community	Youth Leadership Team	Director

Composed of students who are in school, attending community college or are a part of a faith-based organization in the CDC catchment area. YLT engages, educates and builds support among young people for the community-wide initiative.

03/2011-03/2011	Community	Brentwood Middle School/Edgewood ISD	Invited speaker

Presented at the Brentwood MS Mother/Daughter and Father/Son banquet.

02/2011-12/2014	Community	National Charity League	Invited speaker

"Teens and Sex: The Medical Facts Teens and Parents Need to Know" presentation to approximately 20 teen girls and approximately 20 mothers.

02/2011-02/2011	Community	Bexar County Sexual Assault Response Team	Invited speaker

Presented to 25 sexual assault nurse examiners at their training regarding STDs.

02/2011-02/2011	Community	Seguin ISD Teacher Update	Invited speaker

Update for 18 Adolescent Educators

02/2011-02/2011	Community	Seguin ISD Parent/Student Program	Invited speaker

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SayIT! Sexual Reality Revealed presentation to 80 parents and students.

01/2011-12/2013 Community Community Action Team Director

Team established to increase community adult ownership and support of the community-wide teen pregnancy prevention initiative.

01/2011-12/2013 Community Core Partner Leadership Team Director

Comprised of key community partners who collaboratively plan, design, implement and evaluate the community-wide teen pregnancy prevention initiative.

11/2010-11/2010 Community Seguin ISD Parent/Student Program Invited speaker

SayIt? Sexual Reality Revealed presentation to 80 parents and students.

09/2010-09/2015 Community UT Teen Health (CDC Project) Director

Provide a community-wide initiative in South San Antonio to focus on decreasing the teen birth rate, decreasing the repeat teen birth rate, and mobilizing the community to sustain teen pregnancy prevention.

09/2010-08/2015 Community UT Teen Health (OAH Project) Director

Provide a high school saturation method of delivering health and sexuality information using innovative implementation strategies to increase intensity of messaging to a diverse high school student population.

03/2010-03/2010 Community Doctors Day - Our Story Speaker

On behalf of the SOM, Office of the Dean, met with high school students, presented a brief life history and held discussion regarding becoming a physician and possessing a successful practice.

02/2010-02/2010 Community Scott & White Continuing Nursing Education Invited speaker

Provided updates on STD data and contraception information to 130 regional nurses.

11/2008-11/2008 Community Minors Facing Major Issues: Health Event I Invited speaker

Presented to 100 attendees regarding the critical issues facing teens, provided tools and resources to use in the classroom; discussed/shared experiences related to critical issues facing teens about health.

04/2008-03/2012 Community Scott and White Adolescent Sexual Health Today Presenter

Update healthcare professionals and sex educators on current data on STDs and teen pregnancy; update on the multitude of problems with teenage sexual activity.

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11/2007-12/2014	Community	Alamo Heights Moms Group	Presenter

"Teens and Sex: Are We Communicating?" presentation to 15-20 mothers on updates on STDs and teen sexual activity.

12/2006-08/2010	Community	UTHSCSA Sex Education Program	Director

Direct Sex Education Program to over 115,000 students in 24 public school districts and 8 private schools in and around Bexar County promoting adolescent sexual health. Managed approximately $1 million dollars per year in grant funding to provide this service.

01/2006-01/2006	Community	The Bully, The Bullied, and The Bystander	Coordinator

Provided and coordinated workshop by Barbara Coloroso - From Pre-school to High School--How Parents and Teachers Can Help Break the Cycle. Educators and parents invited to participate for Bexar County and surrounding areas.

11/2004-09/2009	Community	ROSE (Realizing Opportunities for Student Excellence)	Committee Member

Advisory committee for pregnant and parenting students at Southwest Independent School District, San Antonio

10/2004-10/2004	Community	Strategies for Meeting the Needs of Today's Women During Menopause	Director

Directed a 1/2 day program for the community regarding women's health issues.

09/2004-Present	Community	Teen Advisory Board	Director

Composed of 12 high school students. To involve end stakeholders (adolescents) in product development (curriculum and programs) while providing them with education and mentoring opportunities (speaking, media exposure, conferences).

05/2004-12/2007	Community	ACT (Abstinence Council of Texas)	Board Member

Provide accurate medical information in disseminated materials.

09/2003-12/2006	Community	UTHSCSA Sex Education Program	Coordinator

Coordinate Sex Education Program to over 35,000 students in 20 public school districts and 6 private schools in and around Bexar County promoting adolescent sexual health. Managing approximately $1 million dollars in grant funding to provide this service.

07/1996-07/1997	Community	Brandon Outreach & Judeo Christian Health Clinics	Volunteer

Provided free medical care to underprivileged residents of Tampa, FL.

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07/1996-07/1997	Community	Moffitt Cancer Center Big Buddy Program	Volunteer

Provided support to children with cancer.

07/1993-07/1997	Community	Hillsborough County Crisis Center	Volunteer

Counselor for rape survivors.

08/1987-05/1990	Community	Longstreth Elem. & West Philadelphia High School	Student Mentor

Tutored underprivileged middle and high school students in math and science.

PROFESSIONAL AFFILIATIONS:

Dates	Organization
07/2008-Present	North American Society for Pediatric and Adolescent Gynecology (NASPAG)

Additional Details: *Organization dedicated to conducting and encouraging programs of medical education in the field of pediatric and adolescent gynecology.*

07/2004-07/2013	Association of Professors of Gynecology and Obstetrics (APGO)
08/2003-Present	Texas Association of Obstetricians and Gynecologists
07/2003-Present	Texas Medical Association
07/2003-Present	Bexar County Medical Society
06/1999-Present	American Congress of Obstetricians and Gynecologists
01/1999-01/2004	Brooke Army Medical Center Auxiliary
06/1995-06/2003	American Medical Association
06/1995-06/1999	American Medical Women's Association
06/1995-06/1999	Association of Women Surgeons

COMMITTEES (UTHSCSA Standing Committees):

SCHOOL

Dates	Committee	Role
09/2009-08/2010	Faculty Assembly Executive Committee	Chair

Chair of Medical Faculty Assembly Executive Committee (MFA-EC).

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04/2009-08/2009	Faculty Assembly Executive Committee	Vice Chair

Vice Chair of Executive Committee

09/2008-04/2009	Faculty Assembly Executive Committee	Representative

Assembly Representative to the Faculty Council

09/2008-Present	Faculty Council	Member

Medical Faculty Assembly Executive Committee representative.

09/2007-08/2008	Faculty Assembly Executive Committee	Secretary-Treasurer
09/2005-08/2011	Curriculum Committee	Member

Participate in curricular assessment and improvement.

08/2005-04/2011	Admissions Committee	Member

Interview and evaluate medical school applicants.

09/2003-Present	Faculty Assembly	Member

COMMITTEES (OTHER):

DEPARTMENT

Dates	Committee	Role
10/2013-Present	The Program Evaluation Committee (PEC), UT Health Science Center at San Antonio, School of Medicine, Obstetrics and Gynecology	Member

Document formal, systematic evaluation of the curriculum at least annually, and is responsible for rendering a full, written, annual program evaluation (APE).

09/2010-Present	Obstetrics and Gynecology Promotions and Tenure, UT Health Science Center at San Antonio, School of Medicine, Obstetrics and Gynecology	Member

Review faculty packets, open discussion, vote on promotion and tenure for Ob/Gyn faculty.

09/2009-02/2012	Obstetrics and Gynecology Scholarship Selections Committee, UT Health Science Center at San Antonio, School of Medicine, Obstetrics and Gynecology	Member

Discuss students' achievements and qualifications and recommend departmental scholarship awardees.

HOSPITAL

Dates	Committee	Role

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01/2015-Present	Quality Risk Management (QRM) Committee, University Health System	Member

Review analysis and aggregate tools on patient incidents and mortality. Review physician peer adverse events and code to submit to credentialing.

01/2015-Present	UHS Executive Committee, University Health System	President
05/2013-Present	UHS Emergency Preparedness, University Health System	Member

Organize and manage the delivery of emergency, inpatient, outpatient, and casualty care, and clinical support services as Medical Care Branch Director.

01/2013-12/2014	Quality Risk Management (QRM) Committee, University Health System	Chair

Chairs committee to assess and improve the quality of patient care. Develops plans for clinical quality improvement, performance improvement and clinical risk management.

01/2013-12/2014	UHS Executive Committee, University Health System	Vice President
12/2012-Present	School Based Clinics Planning Committee, University Health System	Member

Facilitate the development of school-based clinics in San Antonio to address the healthcare needs of students.

01/2011-12/2012	UHS Executive Committee, University Health System	Secretary
10/2008-Present	Breast Health Community Advisory Board (Breast Cancer Screening Task Force), University Health System	Member

Define needs of population and identify barriers to access regarding Breast Health.

09/2008-Present	Clinical Management Team Committee, University Health System	Member

Provide quality assurance to allow integrated services between city and county clinics and provide better healthcare to the citizens of Bexar County.

02/2008-09/2011	Invasive Procedure Review Committee, University Health System	Member

Conduct a monthly review of all invasive procedures not meeting approved criteria to ensure that the procedure/surgery performed is appropriate and of high quality.

10/2003-12/2007	Women's Heath Taskforce, University Health System	Member

Discuss and implement improved services for women in the community.

09/2003-12/2007	Southeast/Southwest Clinic Operations Committee, University Health System	Member

Review and provide suggestions to improve clinical operations in University Hospital

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Clinics.

06/2002-07/2003	UH Credentialing Committee, University Health System	Member

OTHER

Dates	**Committee**	**Role**
04/2016-Present	Regional Networking Subcommittee, Child Trends	Member
08/2015-Present	Teen Pregnancy Prevention Planning Committee, DHHS/Office of Adolescent Health	Member

Planning committee for the 2015 TPP Tier 2 Evaluation Briefing Meeting scheduled in DC.

08/2015-Present	District Education Advisory Council, Alamo Heights ISD	Member

Established for the critical future planning process of the Alamo Heights school district. Discuss student health issues, technology improvement plan, and district's annual improvement plan.

05/2015-Present	Adolescent and Young Adult Health Collaborative Innovation & Improvement Network (AYAH-CoIIN), Texas Department of State Health Services	Member

Collaborative that discovers, identifies, and implements evidence-informed strategies to increase AYA access to preventive health care visits and to improve the quality of these visits working with DSHS and Maternal & Child Health Bureau.

02/2013-Present	Reproductive Life Plan Workgroup, San Antonio Metropolitan Health District	Chair

A workgroup developing a pilot intervention to expand the capacity of community agencies to conduct reproductive life planning within existing case management services across Bexar County.

12/2012-Present	The Program Evaluation Committee, Family Service Association	Member

Review the Well-being Service Group for this non-profit.

10/2012-Present	Texas Campaign to Prevent Teen Pregnancy - Advisory Committee	Member

Provides statewide leadership, information and support in addressing the prevention of teen pregnancy. The overarching goal is that the youth of Texas have every opportunity to become productive adults and contributing members of society. Key efforts: Changing the conversation about teen pregnancy; building a constituency for change across the state; and providing support and information to service providers working to prevent teen pregnancy in their communities.

09/2012-Present	Alamo Heights ISD School Health Advisory Council (SHAC), Alamo Heights Independent School District	Member

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Advise the Board of Trustees about matters relating to Coordinated School Health in general, nutrition service, family/community involvement, health education, and physical education as required by the state of Texas.

05/2012-Present	Nurse Family Partnership Statewide Leadership Board, Texas Nurse Family Partnership	Member
08/2011-Present	Family Planning Collaborative, Healthy Start Initiative	Member
03/2006-08/2010	National Advisory Board Member, The Medical Institute for Sexual Health	Member

Provide direction for the Institute regarding medical, educational and research endeavors.

10/2005-09/2007	Medical Institute HIV Review Panel Advisory Group, Centers for Disease Control	Member

Review community information materials for medical accuracy and subsequent submission to the Centers for Disease Control.

09/2005-11/2008	US Dept. of Health and Human Services; Office of Adolescent Pregnancy Prevention (OAPP); Curriculum Committee	Member

National Committee utilized to review sex education curricula for medical accuracy.

04/2005-08/2007	Center of Excellence; Adolescent Health Working Group, UT Health Science Center, School of Medicine, Ob/Gyn	University Representative

Represent The National Center of Excellence in Women's Health on a national level specifically regarding adolescent health.

SCHOOL

Dates	**Committee**	**Role**
10/2014-03/2016	Clinical Learning Environment (CLE) Council, UT Health Science Center, School of Medicine, Office of the Dean	Member

Provided oversight, knowledge, and sharing of information to help build a greater partnership between GME and UHS.

09/2014-Present	Internal Medicine, Promotions and Tenure, UT Health Science Center at San Antonio, School of Medicine, Medicine	Member

Review faculty packets, open discussion, vote on promotion and tenure for Dept. of Internal Medicine faculty.

10/2010-03/2011	Clinical Strategic Plan Steering Committee, UT Health Science Center at San Antonio, School of Medicine	Member

Survey all of the faculty for input. Turn collected data into an operating plan.

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09/2010-08/2011	Faculty Assembly Executive Committee, UT Health Science Center at San Antonio	Ex Officio
01/2010-03/2011	Fourth Year Task Force Subcommittee, UT Health Science Center at San Antonio, School of Medicine	Member
11/2009-01/2011	Governance and Administration Subcommittee for LCME visit, UTHSCSA, Medicine	Member

Evaluate institutional priorities, planning and accomplishment of missions. Review governance structure, conflict of interest and what situations require board approval. Evaluate relationship with clinical affiliates and assess organizational stability and effectiveness of school of medicine administration.

09/2009-08/2011	Curriculum Committee Task Force, UT Health Science Center at San Antonio, School of Medicine	Member

Review the requirements for MSIV Selectives.

03/2008-05/2008	Assistant Dean for Student Affairs Search Committee, UTHSCSA, School of Medicine	Member

Identify and interview appropriate candidates for Assistant Dean for Student Affairs position.

01/2007-02/2009	Educational Think Tank Committee, UTHSCSA, School of Medicine	Member

Met bi-weekly for 18 months and assessed current curricular contents in detail at the School of Medicine; revised the Medical School Curricular Objectives and Competencies.

09/2005-08/2011	Curriculum Evaluation & Outcomes Subcommittee, UTHSCSA, School of Medicine	Chair

Four member subcommittee summarizing information from the Alumni Survey, AAMC Graduation Questionnaire (56-page report) answered by previous graduates, LCME Student Survey and Program Director's Survey. This is reported to the Curriculum Committee annually to provide input for future curricular decisions.

08/2005-08/2008	Internal Review Subcommittee; Graduate Medical Education Committee, UTHSCSA, School of Medicine	Member

Provide evaluation of residency programs prior to their site visit.

01/2005-03/2009	Resident Duty Hours Subcommittee; Graduate Medical Education Committee, UTHSCSA, School of Medicine	Member

Review residency policies and ensure compliance regarding Graduate Medical Education (GME) resident work hour requirements on a monthly basis.

06/2003-03/2009	Graduate Medical Education Committee (GMEC), UTHSCSA, School of Medicine	Member

UNIVERSITY

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Dates	Committee	Role
09/2014-Present	Post Tenure Review Committee, UT Health Science Center at San Antonio, School of Medicine, Ob/Gyn	Member
07/2014-Present	Data Safety Monitoring Board (DSMB), UT Health Science Center at San Antonio	Board Member

Trial: Adolescent and young women undergoing chemotherapy and trying to prevent ovarian dysfunction by administering a GnRH agonist (Lupron) and GnRH antagonist (Cetrorelix). Both medications are used widely during in vitro fertilization.

10/2010-Present	UTM Strategic Planning Steering Committee, UT Health Science Center as San Antonio, School of Medicine	Member

Online surveys of faculty, chairs and administrators; web tool development; review of aggregate survey data and interview themes.

11/2008-11/2009	eCV Testing & Feedback Group	Member

Provide input regarding the eCV software selection used University-wide.

01/2007-09/2009	Medical Service Research and Development Plan (MSRDP), UTHSCSA	Member at large
09/2006-09/2007	Faculty Senate Academic Affairs Subcommittee, UTHSCSA	Member

Addressed policies regarding recruitment of new faculty, faculty workloads, evaluation of administration, and long-range academic planning.

09/2005-09/2006	Faculty Senate Executive Committee, UTHSCSA	Member

Chairs of all Faculty Senate subcommittees met monthly to discuss issues and decide on an agenda for the monthly Faculty Senate meetings.

09/2005-08/2006	Faculty Senate Academic Affairs Subcommittee, UTHSCSA	Chair

Addressed policies regarding recruitment of new faculty, faculty workloads, evaluation of administration, and long-range academic planning.

09/2004-08/2007	Faculty Senate, UTHSCSA	Member

Served as the representative voice of the faculty in the School of Medicine regarding issues that may affect the rights, privileges, responsibilities and welfare of the faculty.

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FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

a. Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
b. Direct clinical care for women deemed presumptively eligible for the HTW Fee-for- Service Program;
c. Staff development and training related to HTW Fee-for-Service Program service delivery; and
d. Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	$ 595,353

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intents to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be served	**6000**

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FORM I: WORK PLAN GUIDELINES

Program Administration UHS proposes to serve 6000 clients with family planning and wrap-around primary health care services who are Texas residents and meet the eligibility criteria as outlined for the Healthy Texas Women Program (HTW). The seven identified clinics are located in Bexar County and will serve residents who present at one of the designated UHS clinics for contraceptive and/or primary health care. Women who present at one of the CareLink, UHS financial assistance program, service centers will be screened for HTW and when assisted with enrollment. Additionally, unfunded patients who present at one of the other UHS clinics or at one of the urgent care clinics will be diverted as appropriate and/or educated about the services available. There are currently over 3,100 women registered in the CareLink program who meet the HTW criteria.

Women's health and primary care are co-located at each clinic site and clients will be able to take advantage of the services without having to be referred out to any outside providers. UHS is also prepared to provide pathology, radiology, diagnostic services and surgery within its own system. No service will be provided by an outside party.

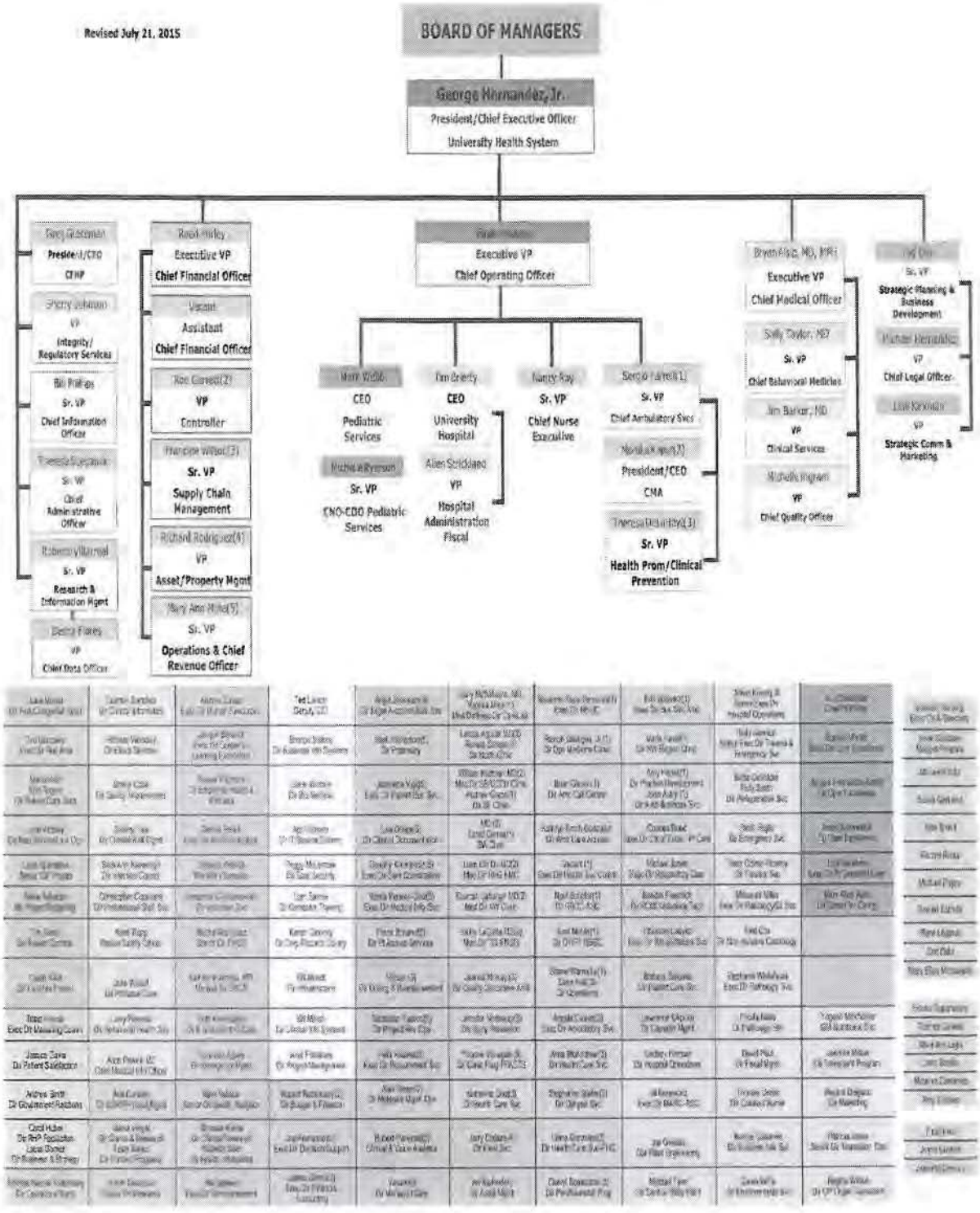
UHS is committed to maintaining an infrastructure that expanses primary based care practice with a focus on prevention, wellness, and disease management. The Preventive Health Clinic services (immunizations, diagnosis and treatment, family planning, health education, diagnostic tests, and emergency services) are essential elements of the current UHS primary health model of care. UHS has adapted principles recommended by the Institute of Medicine (IOM), the National Committee for Quality Assurance (NCQA), American Academy of Family Practice (AAFP), American Academy of Pediatrics (AAP) and other professional organizations to set the guiding principles for the UHS medical home model (www.TransferMED.com). UHS is able to achieve this integrated practice model through the long-term investments in systems management focusing on workforce, policies, and support systems. UHS is accredited by The Joint Commission and most recently has received recognition for the American Nurses Credentialing Center as a Magnet® nursing organization. UHS has extensive corporate policies regarding employment, personnel, training, orientation, infection control, medical records management, emergency preparedness, safety, ethics, and other infrastructure policies and procedures.

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Each employee at UHS receives a criminal background check, a license search if applicable, and business/school reference inquiry. UHS employee orientation includes reviewing the history, mission, and values of the organization as well as information on confidentiality and patient protection (HIPAA privacy rule), on-the-job safety and emergency procedures education, cultural competency, child abuse, domestic violence, and other specific instruction related to the job classification. UHS has a system-wide electronic appointment, medical record, and billing processes. Client appointments can be made at any location for any clinical site and the electronic medical record provides real-time patient information and available for all providers to view. In addition, the UHS intranet enables the employees to have access to on-line training opportunities, web-based literature search engines, electronic pharmacy and medical care resources. University of Texas Health Science Center at San Antonio (UTHSCSA) is the academic partner for UHS. As the academic partner, UHS has access to cutting-edge medical, nursing, and allied health practices and nationally known research practitioners. The clinic sites are each staffed by one full-time Family Nurse Practitioner, two full-time Registered Nurses, two full-time Licensed Vocational Nurses, three Medical Assistants, and the clerical staff members. The Registered Nurses are trained in Texas Health Steps examinations and have standing delegation orders for assessment and interventions for new clients seeking family planning and prenatal care. The Family Nurse Practitioner is presently caring for only family planning, well child, and prenatal patients until the funds can be secured for primary care physician to be at the clinical site each week.

Each clinical site has a Class D pharmacy, CLIA certification for point of care testing, and vaccine for children (VFC) immunizations. Required laboratory tests are drawn at the clinical site and transported to a UHS laboratory. The results are transmitted through the electronic medical record with secure health messaging functions for abnormal results and policies for critical laboratory reporting. For Radiology requests, the clinical staff assesses the patient for barriers to keeping the appointment time and refer the client to a patient navigator

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e. Job Descriptions – behind Form I narrative

The budget will be monitored by the contract manager and coordinator who provides oversight over the contract and billing. The coordinator will manage a 'checkbook' to monitor expenses that will be reconciled to the budget management system used by UHS staff. The payroll budget will be managed and monitored by the financial accounting staff who manage grants and contract budgets through a grants management system. The information will be reviewed monthly at a grants team meeting made up of staff who monitor compliance, operations staff and staff who manage and coordinate the program.

Quality Assurance The role of the UHS internal Quality Management (QM) committee is to provide a systematic and consistent approach to clinical performance through assessment of the appropriateness of care. Moreover, the QM committee assures quality control measures are reviewed by monitoring services, identifying responsible staff and assuring documentation requirements are being met. Additionally, the committee reviews and evaluates administrative policies and procedures and reviews the facilities as a whole through Joint Commission Tracers. Tracers are monitoring tools to assess compliance with Joint Commission environment of care standards.

The QM committee meets every month. The Medical Director is responsible for overseeing the QM program in order to disseminate clinical practice guidelines, preventive health guidelines and communication of information and decisions to practitioners and staff for follow-up on corrective actions identified by the QM committee. A calendar is set identifying what grants, program and issues will be reviewed at each meeting. Clinical and eligibility audits and specific indicators are conducted per program and presented at the identified meeting. These indicators include eligibility and billing compliance, compliance with DSHS regulations, standing delegation orders, protocols, and specific indicators selected through trend analysis. Each supervisor is responsible for corrective action and follow-up for all findings identified in the QM meeting. The committee meeting minutes reflect the previously identified items and the follow-up required. At the subsequent meeting, these items are reviewed and any outstanding actions are discussed by the committee members. Client satisfactions surveys are conducted on a quarterly basis at each clinic. Once an issue is identified as needing improvement, a process is created and implemented to improve customer satisfaction by engaging staff members to define ways to improve.

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Adverse outcomes are defined as those occurrences causing an actual injury or having the potential to cause injury to a client, visitor or staff. Events are reported in a timely manner using the electronic web-based UHS risk management system. In June of 2015, UHS launched a new electronic reporting of incidents and occurrence with the potential of adverse outcomes called eRaF. As an incident happens, the staff document in the reporting system and it is tracked by risk management through to resolution. The reporting system includes an action plan, timeline for actions and expected resolution. The program allows for other clinics, departments and staff involved to have access to the management of the situation. Each level of management and leadership receives the information automatically to ensure appropriate and timeliness of resolutions. Adverse events are reported and trended at each of the QM meetings. The QM committee's role in performance and outcome measures is to ascertain and quantify the effectiveness of clinical performance efforts by measuring the impact on patient outcomes and communicating progress reports. The process for identifying these is by utilizing measures provided by the U.S. Preventive Task Force, Centers for Medicaid and Medicare Services and the Department of State Health Services. Ten charts per clinic are reviewed each month for compliance. If the chart does not meet 100% compliance, the measures are reviewed again until 100% compliance is met. Reports of noncompliance are provided to the clinic supervisors and to educators in order for corrective actions to be passed on to their staff.

Protocols and standing delegation orders (SDOs) are developed by nursing leadership, nurse practitioners and physicians. The SDOs are presented at a separate quality committee as well – Clinical Quality Indicators committee. The practitioners develop the SDOs and then present at the CQI and CMT meetings for feedback and execution. The SDOs are reviewed annually to ensure the information and data and practice is still current.

There are also Standard Operating Procedures (SOPs) that guide the principles by which the clinical practice will be governed. The SOPs are typically related to non-clinical functions but rather set the expectations for staff behavior and practice. The SoPs include how to report child abuse, referral follow-up, client rights, adolescent rights and staff education to name a few. The SOPs are also included in the quality calendar and reviewed annually to ensure the procedures are up to date. Once the SOPS and SDOs are reviewed and sign by the respective medical directors, operations leadership and management.

Professional Development UHS recognizes the responsibility to provide services to a culturally diverse population. Each year UHS staff are required to complete competencies that include a session on service excellence where staff are provided training on providing

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the best care to patients from varying backgrounds, languages and ages. Providers in particular then must attend additional competencies to ensure they have the information and training required to manage a diverse population of patients.

UHS has worked to ensure multi-lingual staff are available when necessary and employs a telephone line and a computer-based applications that can be access via IPads for the convenience of all. Additionally, UHS has developed a medical interpreter training where staff attend 40 hours of training and are required to pass a test to be available to officially interpret medical information to patients. Providing the language in the clients native tongue is not only sensitive but clinically important to ensure the client understands the providers instruction.

Another important aspect of sensitivity is providing the services, in particular family planning services, while protecting the privacy of the patient. Annually, staff must complete an online education program on the importance of protecting the patient's privacy. Providers and clinical staff providing family planning services are also trained on motivational interviewing in an effort to ensure they are asking questions in a manner that would elicit information to assist in their care.

Staff who will attend training for the program include staff responsible for clinical outcomes: Medical Director, Executive Director for Women's Health, Nurse Educators, along with Program Coordinator and Contract Manager. The billing, eligibility will also be available for training when posted: Billing/Eligibility staff, Front-Desk staff, Clinic Operations Manager, Program Coordinator and Contract Manager.

Recruitment Through the A Su Salud program model, UHS has developed an outreach and inreach program based on the stages of change model. A plan to specifically reach the community about HTW will be developed utilizing the model. The program deploys outreach staff into communities to provide information, education and an access point into services. Targets of the program will be neighborhoods, churches, employers, community centers that are located in targeted areas of town; areas with a concentration of women who have no health insurance and may not access care in general. A phone number will be developed and promoted in the community as a place to call and ask for information, be screened and assisted with enrollment.

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The focus of the program is reaching out to the community via newsletters and public services announcement with positive images and messages about the importance of screening. Two staff people will be dedicated to promoting the HTW program, screening women for the program and promoting enrollment opportunities and assisting women with enrollment.

The staff will work with issues specific outreach specialist – breast and cervical - and join them in outreach opportunities. Additionally, the staff will accompany CareLink outreach specialist to health fairs and presentations to be available to answer specific information and assist with enrollment. The HTW specialist will also serve as the content experts on eligibility and will assist program coordinator with training for the CareLink enrollment specialists and other staff within the system as requested.

The staff will focus on the outreach plan but will also work to ensure women currently seen at the Health System are enrolled. An inreach program will be targeted at CareLink member who are HTW-eligible. A mailer will be sent to the group informing them of the program, offering basic eligibility and opportunities for enrollment. Telephone call outs, texts if client has given permission, may be included in the plan as a means to reach the identified population of woman.

Long-Acting Reversible Contraception Usage University Health System is dedicated to offering a comprehensive array of contraceptive services. In particular over the last few years, UHS has worked to increase the utilization of LARCs.

UHS will provide all of the services within its own clinic and hospital and will not need to subcontract any service out. Currently IUDs and implantable devices are both available to the clients who are seen at the clinics and postpartum. The Nurse Practitioners have all been trained to insert, manage clients on LARCs and remove for those who request. The Medical Director provides training, or a provider may choose to attend an offsite training, they are then 'mentored ' after a prescribed period they are deemed to be able to complete the procedure.

The Medical Director will provide two trainings within the program term to educate on LARCs. The training will be directed at the clinic staff both clinical and administrative and additionally a training and overview will be provided the mid-level providers who primarily manage contraceptive clients as part of their onboarding process.

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The education provided to clients will be based on the information that is provided via the DSHS/HHSC grants on Tiers. Clinic staff and providers have been trained on reviewing all methods with clients. The Nurse Educator completed a packet of information for all clinical staff to use as a tool when discussing options with clients.

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Job Descriptions

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

JOB DESCRIPTION: **President, Chief Executive Officer**
Community Medicine Associates (CMA)
POSITION CODE: **9202**
REVISED: **8/08**

ORGANIZATIONAL COMMITMENT

A strong commitment to service excellence, positive clinical outcomes, cost efficiency, performance enhancement and high business ethics is required. Comprehensive knowledge in the area of specialty with a results oriented and patient-centered focus. Supports the strategic vision of the organization. A personal commitment to treat all Health System customers with courtesy, dignity, respect and professionalism and adherence to the University Health System Commitment to Service Excellence behaviors and standards.

POSITION SUMMARY/RESPONSIBILITIES

Administers, directs and coordinates all activities of Community Medicine Associates, in keeping with the overall policies established by the Board of Managers of University Health System and CMA. Assumes responsibility for the operation of CMA, application and implementation of established policies, and for liaison among the UHS Board of Managers, Medical-Dental Staff, departments of the UHS, CMA Board of Directors and community and professional groups. Acts in the capacity of an Officer of CMA. Promotes the Health System's customer relations policy.

FUNCTIONS/BEHAVIORS:

1. Assumes responsibility for the management of all CMA activities in accordance with by-laws and regulations adopted by the UHS Board of Managers and CMA Board of Directors. (E, 10%)
2. Reviews and evaluates policies and procedures utilized and directs the implementation process and adherence to improvements thereof. (E, 10%)
3. Assures that all records, contracts and internal affairs are properly administered. (E, 5%)
4. Establishes internal organizational structures delegating authority and delineating responsibilities. (E, 10%)
5. Supervises financial affairs to ensure every effort is made to collect monies owed and that funds are utilized and expended to the best possible advantage. (E, 5%)
6. Prepares and presents periodic reports regarding current and anticipated activities and financial assessments. (E, 5%)
7. Assures that patient care rendered is at the optimum level of proficiency and in accordance with accrediting agency standards. (E, 5%)
8. Collaborates with the President of the Medical-Dental Staff to maintain and develop appropriate facilities and services that fulfill the Health System's responsibilities to the University of Texas Health Science Center at San Antonio. (E, 5%)
9. Determines that physical properties are in good repair and are utilized most effectively and appropriately. (M, 5%)
10. Supervises the purchase of supplies, services and equipment certifying that such is in keeping with established policy. (M, 5%)
11. Promotes cooperative relations and coordinates activities with other hospitals, community

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agencies, organizations and professional groups. (E, 5%)

12. Collaborates with UHS Corporate Communications staff to prepare releases to news media, ensuring that information is presented accurately and as favorable to the Health System and CMA as possible. (E, 5%)
13. Reports to Board of Managers of UHS and Board of Directors of CMA on operations and financial condition of CMA. (E, 5%)
14. Presents budgets, forecasts and recommends allocations of funds. (E, 5%)
15. Recommends improvements to Health System buildings and equipment. (M, 5%)
16. Attends meetings of various community and professional groups. (M, 5%)
17. Performs other related duties as may be assigned or requested. (M, 5%)
18. **Demonstrates competence to perform assigned patient care responsibilities in a manner that meets the age-specific and developmental needs of patients served by the department. (E)**
19. **Appropriately adapts assigned patient assessment, treatment and/or care methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of each patient served. (E)**
20. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism. (E)**

SUPERVISION

Broad policies and general directives are received from the UHS Executive Vice President/Chief Ambulatory Services Officer, CMA Board of Directors, UHS Board of Managers and UHS CEO. Supervises medical directors of CMA.

EDUCATION/EXPERIENCE

Must be Board certified in primary care with demonstrated training and certification in management. Must have formal training and experience as deemed appropriate by the CMA Board of Directors. Graduation from an accredited college, university, medical school or school of nursing and/or completed postgraduate course in hospital administration, business or health care management is preferred. Five or more years of medical supervisory experience are required. Must maintain adequate continuing medical education credit hours as required by the specialty board and participate in educational activities in the field of health care management and leadership development.

LICENSURE

Must possess current license to practice medicine in the State of Texas. Must follow rules/regulations as set forth by the Texas State Board of Medical Examiners Medical Practice Act.

ACCURACY

Proficiency in all phases of medical management is required. Must be thorough in reporting information to the CMA Board of Directors and UHS Board of Managers.

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EQUIPMENT

Must be familiar with office equipment common to most hospitals. Must be able to operate electronic medical records systems.

WORKING CONDITIONS

Frequent interruptions, deadlines and decisions. Makes frequent visits to all Health System locations. May require other travel both locally and outside of San Antonio. Hours of duty are often long and irregular.

OTHER

Thorough knowledge of laws applicable to Health System operations, government and other health programs, and community health needs is required. Must possess verbal ability to express ideas and views effectively, and numerical ability to evaluate statistical data. Must be able to relate to people in a manner so as to win confidence and establish rapport and support. Must also successfully complete the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee.

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JOB TITLE: **Executive Director, Women/Children's Health Services (WCHS)**
JOB CLASS NUMBER: **2219**
REVISED: **03/13**

ORGANIZATIONAL COMMITMENT

A strong commitment to service excellence, positive clinical outcomes, cost efficiency, performance enhancement and high business ethics is required. Comprehensive knowledge in the area of specialty with a results oriented and patient-centered focus. Supports the strategic vision of the organization. A personal commitment to treat all Health System customers with courtesy, dignity, respect and professionalism and adherence to the University Health System Commitment to Service Excellence behaviors and standards.

POSITION SUMMARY/RESPONSIBILITIES

Manages the overall Clinical Operations for Women/Children's Health Services (WCHS) at University Health System. Complies with and enforces University Health System policies and procedures. Develops and implements clinical protocols, practice guidelines and preventive guidelines assists with development of curriculum and patient education materials.

FUNCTIONS/BEHAVIORS

1. Oversees and directs clinic activities while utilizing available resources to maximize quality care delivery in assigned clinics. (E, 10%)
2. Assumes responsibility for general supervision of clinical supervisors and maximizes efforts to support activities promotion quality, safe, efficient care delivery and facilitating activities supporting personnel functions and professional growth. (E, 10%)
3. Works with the Sr. Vice President, Community Health & Clinical Preventive Programs in efforts to develop and maintain close working relationships with public officials, executives of health/voluntary agencies and community leaders. (E, 5%)
4. Works closely with medical directors of various clinics to improve the overall quality of patient care services and to enhance patient satisfaction. (E, 10%)
5. Assures outpatients are seen as quickly as possible, provided quality care in a clean, professional environment and that appropriate records are maintained. (E, 5%)
6. Participates in the development of administrative policies and procedures for all WPHS clinical areas. (E, 5%)
7. Selects, orients and evaluates new staff/clinical managers and assists in the selection and placement of other key personnel. (E, 5%)
8. Plans for student learning experience and clinical practice in facility. (E, 5%)
9. Accommodates the educational needs of unit personnel through development of in-service programs. (E, 5%)
10. Develops criteria for the measurement of the quality and quantity of nursing, publishing these criteria and directing compliance thereof. (E, 5%)
11. Participates in the development of administrative policies and procedures affecting nursing as well as other hospital services. (E, 5%)
12. Discusses with physicians, administrative and unit personnel procedures for the improvement of patient care. (E, 5%)
13. Defines the philosophy, objectives, policies, standards and job delineations in assigned nursing units, assuring compliance is met through coordination with and direction of the patient care coordinators/clinical managers. (E, 5%)

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14. Actively participates in the preparation of operational area & capital budgets, to include, but not limited to identifying revenue opportunities, analyzing costs, benefits, services and recommends appropriate prices. (E, 5%)
15. Directs and supervises compilation of data and preparation of periodic reports. (E, 5%)
16. Monitors and evaluates performance of front desk staff in consultation with relevant clinic medical directors and nursing managers. (E, 5%)
17. Performs other duties as or assigned. (M, 5%)
18. **Demonstrates competence to perform assigned and general customer assistance responsibilities in a manner that meets the age-specific and developmental needs of customers encountered. (E)**
19. **Appropriately adapts work and customer assistance methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of customers. (E)**
20. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism.**

SUPERVISION

Supervision is received from the Sr. Vice President, Community Health & Clinical Preventive Programs. General supervision is given to all authorization nurses and case managers.

EDUCATION/EXPERIENCE

Bachelor's degree in Nursing, Business or related field is required. A master's degree in nursing or related field is preferred. At least 2 years recent experience in health care setting required. Clinical nursing management in management of chronic illnesses, knowledge of accreditation standards and regulatory requirements preferred. Familiarity of information system and computer system is required. Two years of managerial experience preferred.

LICENSURE

If applicable, must be a registered nurse currently licensed in the State of Texas.

EQUIPMENT

Use of standard machines common in most offices, including PC, required. Working knowledge of work processing and spreadsheet is required. Must have a working knowledge of nursing equipment in the various departments, i.e., glucose monitoring and physical assessments.

WORKING CONDITIONS

Sitting standing, walking, carrying light objects, manual dexterity in operation of office equipment and computers. Must be able to withstand stress while ensuring timely completion of assigned schedules. May be exposed to occupational hazards of a health care institution. Travel within the service area by car is required.

OTHER

This position requires an in-depth knowledge of utilization and case management principles and functions. Must be able to recognize and identify causes, synthesize alternatives, determine solutions, implements solutions using foresight, judgment and sensitivity to contributing factors. Must be able to communicate technical and procedural concepts

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(verbal and written) to a variety of individuals including subordinate staff to Board of Director members. Excellent written and oral communication skills and the ability to work well with a diversity of people at various levels internally and externally. Knowledge of statistics research methodology, and use of computers requires. Capable of managing other personnel. Must also successfully complete a pre-employment/post job offer health screening examination, and annually thereafter, as an employee.

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JOB TITLE: **Representative, Community Service Outreach - Grants & Applied Research**
JOB CLASS NUMBER: **2099**
REVISED: **11/12**

POSITION SUMMARY/RESPONSIBILITIES

Coordinates and participates in special community events, educational, preventive and wellness programs. Provides information and education to the community at large on injury prevention topics and other chronic illnesses and conditions. Promotes University Health System programs and identifies areas for collaborations.

FUNCTIONS/BEHAVIORS

1. Assists Director and program coordinator to develop, plan and implement community activities marketing University Health System's injury prevention activities and the A Su Salud program. (E, 5%)
2. Develops and maintains community contacts relevant to the A Su Salud program in all areas serviced by University Health System. (E, 5%)
3. Assists Director and program coordinator with outreach plans and conducts ongoing education, prevention and wellness programs. (E, 15%)
4. Attend community meetings relevant to the goals of the A Su Salud program and UHS. (E, 5%)
5. Recruits and maintains community volunteers and businesses to be involved in the A Su Salud program. Maintains an updated list of these volunteers and sites. (E, 10%)
6. Provides education sessions for sessions for the community on injury prevention topics and other
chronic diseases and conditions. (E, 20%)
7. Prepare monthly newsletter for mailing and for in-person distribution. Distributes monthly newsletters in-person to volunteers and community sites. (E, 10%)
8. Maintains, collects and reports on programmatic records and observations including process measures of the number of presentations conducted and the number of materials distributed. (E, 5%)
9. Outreach conducted to provide community members with information about the A Su Salud program and other UHS programs. (E, 5%)
10. Maintain and collect inventory of educational materials for community resources. (E, 5%)
11. Recruit role models from the target community to participate in media activities. (E, 5%)
12. Conduct tours within the target areas to identify possible sites for recruitment. (E, 5%)
13. Performs other related duties as may be requested or assigned. (E, 5%)
14. **Demonstrates competence to perform assigned and general customer assistance responsibilities in a manner that meets the age-specific and developmental needs of patients encountered. (E)**
15. **Appropriately adapts work and customer assistance methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of patients. (E)**
16. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with**

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courtesy, dignity, respect and professionalism. (E)

SUPERVISION

Supervision is received from the Director of Grants and Applied Research.

EDUCATION/EXPERIENCE

High school diploma or equivalent required. Minimum two years of college and two years of experience in conducting community-based outreach and education programs required. A Bachelor's degree or 4 years experience in community–based outreach education programs may be substituted for the minimum requirements. Bilingual in English/Spanish is required.

ACCURACY

Must be able to provide accurate information to ensure quality. Must be able to track and report any issues/concerns which would affect community programs.

EQUIPMENT

Use of standard machines common to most offices, including PC, copier and fax.

WORKING CONDITIONS

Will work in both an office environment as well as in the community served by University Health System. Local travel will be required. Will be subject to frequent interruptions, deadlines and decisions. Will require bending and lifting. Work hours may vary to include evening and weekend activities. Vehicle is required.

OTHER

Requires strong verbal/written skills and problem resolution experience. Must possess a high degree of responsibility for confidential matters. Must also successfully complete a pre-employment/post job offer health screening examination, and the annual screening, each year thereafter, as an employee.

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JOB TITLE: **Pharmacist, Staff Pharmacist In Charge (P.I.C.) (PRN)**
JOB CLASS NUMBER: **4783**
REVIEWED: **12/08**

POSITION SUMMARY/RESPONSIBILITIES

Manages the overall operations of the Class D Pharmacy. Assures that all activities comply with the regulations of the Texas State Board of Pharmacy, the Department of Public Safety, the Drug Enforcement Agency and the policies and procedures of University Health System.

FUNCTIONS/BEHAVIORS

1. Supervises registered nurses, licensed vocational nurses, physician assistants, technicians, and assistants carrying out the pharmacy related aspects of provision. (E, 10%)
2. Documents periodic on-site visits to insure that the clinic is following set policies and procedures; documentation of visits should be done. (E, 10%)
3. Develops formulary for the clinic, in conjunction with the clinic's pharmacy and therapeutics committee, consisting of drugs and/or devices needed to meet the objectives of the clinic. (10%)
4. Oversees procurement and storage of drugs and/or devices. (E,10%)
5. Determines specifications of all drugs and/or devices procured by the clinic. (E,10%)
6. Maintains records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices. (E,10%)
7. Develops and periodically reviews policy and procedure manual for the pharmacy in conjunction with the clinic's pharmacy and therapeutic committee. (E,10%)
8. Meets inspections and other requirements of the Texas Pharmacy Act. (E,10%)
9. Labels medications for dispensing. (E,10%)
10. Conducts in-service training at least annually for supportive personnel who provide drugs; such training shall be related to actions, contraindications, adverse reactions, and pharmacology of drugs contained in the formulary. (E,5%)
11. Performs other related duties as may be requested or assigned. (M 5%)
12. **Demonstrates competence to perform assigned patient care responsibilities in a manner that meets the age-specific and developmental needs of patients served by the department. (E)**
13. **Appropriately adapts assigned patient assessment, treatment and/or care methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of each patient served. (E)**
14. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism. (E)**

SUPERVISION

Supervision is received from the Director of Pharmacy Services and is given to clinic personnel related to pharmacy.

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EDUCATION/EXPERIENCE

Pharmacy licensure in the State of Texas is required. Five years of experience in outpatient pharmacy services is preferred.

LICENSURE/CERTIFICATION

Must have current license from the Texas State Board of Pharmacy.

ACCURACY

Requires exactness in all aspects of pharmacy practice, patient care and safety.

EQUIPMENT

Working knowledge of electrical and mechanical counting and admixture equipment is required. Will utilize computer, printer, cash register, and counting machines in performance of daily tasks. Experience with such equipment is preferred.

WORKING CONDITIONS

Works in a clean, well-lighted, heated and air-conditioned department. Frequent standing, walking, carrying of light objects and use of reference materials. Daily direct and phone contact with health care professionals and patients. Occasionally works more than a forty-hour week

OTHER

As a licensed practitioner, is bound by State and/or Federal Laws which regulate the general practice of pharmacy and the procurement, distribution and control of drugs for the public health. Bilingual in English/Spanish is desirable. Must also successfully complete the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee.

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JOB TITLE: **Nurse Practitioner - CMA**
JOB CLASS NUMBER: **4191 (PRN 4195)**
REVISED: **09/09**

POSITION SUMMARY/RESPONSIBILITIES

Serves as member of health care team that provides primary and/or specialized health care including preventive care and on-going health maintenance for selected groups of patients. Functions in a variety of settings ranging from ambulatory to inpatient. Participates in the care of well, acutely ill and chronically ill patients.

FUNCTIONS/BEHAVIORS

1. Obtains pertinent medical history, performs pertinent physical exam, orders appropriate laboratory and diagnostic tests, and interprets and integrates data to determine preliminary diagnosis and therapeutic plan utilizing principles of evidence based medicine. (E, 10%)
2. Prepares written prescription order for drugs and controlled substances as per approved procedures/protocols and instructs patient on risks /benefits of treatment plan. Provides patient educations in reference to patient's condition(s) and disease prevention and health promotion. (E, 10%)
3. Performs procedures that the provider is trained and credentialed to perform. (E, 10%)
4. Determines appropriate CPT (Current Procedural Terminology) and ICD 9 codes based on medical necessity and documentation for services rendered AND submits them in a timely manner using group's charge submission system. (E, 10%)
5. Participates in the clinic's/group's quality improvement programs. (M, 10%)
6. Participates in reasonable teaching activities with University of Texas Health Science Center at San Antonio training of medical students and residents as negotiated by the group. (E, 10%)
7. Returns patient phone calls and completes appropriate forms promptly as it relates to patient's medical status as needed. (E, 10%)
8. Documents appropriate pertinent and complete patient data in a timely manner for medical/legal and billing purposes. (E, 10%)
9. Follows CMA/UHS/UTHSCSA policies in reference to patient care. (E, 10%)
10. Participates in rotational "on-call" schedule as agreed upon by the group. (E, 5%)
11. Performs other duties as assigned. (M, 5%)
12. **Demonstrates competence to perform assigned patient care responsibilities in a manner that meets the age-specific and developmental needs of patients served by the department. (E)**
13. **Appropriately adapts assigned patient assessment, treatment and/or care methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of each patient served. (E)**
14. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism. (E)**

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SUPERVISION

Medical supervision is received from the Medical Director, or designated physician, within the service area assigned. May direct nursing and clerical members of the health care team and coordinate activities of other health care team members.

EDUCATION

A Registered Professional Nurse who is prepared for advanced nursing practice by virtue of knowledge and skills obtained through an accredited post basic or advanced educational program of study acceptable to the Board of Nurse Examiners. A Master's degree in nursing is preferred. Must be a participating Medicare provider or eligible to obtain a Medicare provider number. Three years of nursing experience is required and two years of advanced practice is preferred.

LICENSURE/CERTIFICATION

Must be currently licensed as a Registered Nurse in Texas and credentialed by the State to practice as an Advanced Nurse Practitioner. Must maintain current AHA BLS or higher. Providers practicing in acute care environment must obtain AHA ACLS certification or advanced specialty equivalent as defined by the CMA Credentials Committee within 90 days of hire. Prescriptive authority is required. Valid DEA and DPS numbers must be obtained within 90 days of hire. Certification by a national nursing body is recommended.

EQUIPMENT

Should have a knowledge of and skill in the use of equipment applicable to clinical areas. Must be able to effectively use electronic medical records systems.

WORKING CONDITIONS

Must possess physical and mental health to meet the demands of the position working with blood and body fluids. Must be able to work in a stressful environment. Extended hours may be required.

OTHER

Specific duties will vary depending upon the employing department. Must also successfully complete the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee.

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JOB TITLE: **Nurse Educator - Women's & Preventive Health Services**
JOB CLASS: **2133 (PRN 2134)**
REVISED: **01/10**

POSITION SUMMARY/RESPONSIBILITIES

Serves as a clinical expert, educator, researcher and mentor for all clinical areas. Functions in a team environment to provide support to clinical practice.

FUNCTIONS/BEHAVIORS

1. Demonstrates proficiency in women's and preventive health services emphasizing the current nurse practice standards from national, state, and local resources. (E, 10%)
2. Investigates, analyzes, and produces reports outlining potential nursing quality of care issues through prospective and retrospective audits that lead to identifying areas for process improvement. (E, 10%)
3. Collaborates with management team to identify personal and professional development opportunities that lead to increase knowledge and skills among workforce. (E, 10%)
4. Designs and implements plans to meet practice and educational needs of staff including an annual educational plan. (E, 10%).
5. Mentors staff to use research and evidence based practice as the foundation to improve patient outcomes. (E, 15%)
6. Participates in appropriate committees related to the provision of women's and preventive health services (E, 10%)
7. Considers multicultural influences on teaching and learning (E, 5%).
8. Develops strategies to meet the unique needs of diverse learners (E, 5%).
9. Maintains expertise and is viewed as the liaison in clinical requirements regarding Department of State Health Services (DSHS) family and community health grants. (E, 15%)
10. Serves as internal compliance officer for quality control regarding assigned research and/or grant projects. (E, 10%)
11. **Demonstrates competence to perform assigned patient care responsibilities in a manner that meets the age-specific and developmental needs of patients served by the department. (E)**
12. **Appropriately adapts assigned patient assessment, treatment and/or care methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of each patient served. (E)**
13. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism. (E)**

SUPERVISION

Supervision is received from the Clinical Nursing Director for Women's and Preventive Health Services.

EDUCATION/EXPERIENCE

Graduate of an accredited school of nursing is required. Bachelors Degree in Nursing is required. Bachelors Degree with national certification preferred. Masters Degree in Nursing with national certification or CNS designation as recognized by the Board of Nurse Examiners of The State of Texas is preferred. Minimum of five years of full-time nursing experience with at least three years in related nursing specialty is required. Demonstration of experience in curriculum

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development and implementation of adult learning principles is required. Current American Heart Association Basic Cardiac Life Support and Health Care Provider card is required.

LICENSURE

Current license from the Board of Nurse Examiners of the State of Texas to practice professional nursing is required.

ACCURACY

Exhibits competency in the performance of all aspects of assigned responsibilities.

EQUIPMENT

Proficient computer skills and working knowledge of all equipment pertinent to the assigned area(s) is required.

WORKING CONDITIONS

Must possess physical health to meet the demands of the position (e.g. walking, bending, standing, sitting and lifting). Must demonstrate emotional stability when dealing with stressful situations.

OTHER

Meets all job specific competencies. Completes the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee

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JOB TITLE: **Assistant Director, Operations – Expanded Primary Health Care**
JOB CLASS: **0992**
ESTABLISHED: **04/09**

POSITION SUMMARY/RESPONSIBILITIES

Provides supervisory and professional support and direction for Expanded Primary Health Care g grant and any additional initiatives that are identified. Specifically, this individual will take a leadership role in budgeting, monitoring fiscal and operational variances, internal reporting, monitoring purchasing and contract compliance, and overseeing the fiscal operations for the Expanded Primary Health Care department. Additionally, this individual will assume an oversight role in the areas of program initiative and implementation of the grant As required, this individual will assist in research, preparation, and supervision of grant development that supports strategic Health System objectives and involves Expanded Primary Health Care staff.

FUNCTION/BEHAVIORS

1. Manages and provides direct supervision to the grant staff. (E, 20%)
2. Provides direction on strategic issues for grant and ensures that grant goals and objectives are met on a yearly basis. (E, 20%)
3. Monitors grant objectives and compliance, works closely with Purchasing, Financial Accounting to ensure invoices are submitted in a timely fashion. Represents granting all applicable health system and partner meetings and initiatives. (E, 20%).
4. Works on the implementation and expansion Expanded Primary Health Care grant throughout UHS. (E, 15%)
5. Responsible for grant budget – to include development, management and monitoring. Works on ensuring that all budgeted items are purchased according to guidelines and that grant needs are analyzed and forecast on an annual basis. And expenses are tracked appropriately (E, 10%)
6. Maintains oversight over initiative projects – to include personnel hours, fiscal issues, invoicing, reports and meeting requirements. (E, 10%)
7. Performs other related duties as may be requested or assigned. (E, 5%)
8. **Demonstrates competence to perform assigned and general customer assistance responsibilities in a manner that meets the age-specific and developmental needs of customers encountered. (E)**
9. **Appropriately adapts work and customer assistance methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of customers. (E)**
10. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats all customers with courtesy, dignity, respect and professionalism. (E)**

SUPERVISION

Supervision is received from the Director of Healthcare Services. Instruction and supervision is given to Expanded Primary Health Care staff.

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EDUCATION/EXPERIENCE

Graduation from an accredited college or university with a bachelor's degree in health care administration, Expanded Primary Health Care, business, public health or other related fields is required and a master's degree is preferred. One year experience in grant writing and processing is preferred. Knowledge of Federal and State legislation regarding funding and provision of health care is preferred.

ACCURACY

Must be proficient in collecting and organizing data. Must have the ability to prepare and analyze financial reports with extreme accuracy. Must be able to relate well with a wide variety of people. Must be able to produce accurate, well written, concise grant/funding products. Must be able to plan and manage projects with numerous stakeholders.

EQUIPMENT

Ability to use standard office equipment is required. Must be familiar with personal computers, word processing and Excel software.

WORKING CONDITIONS

Works in a well lighted, heated and air conditioned office. May encounter various hazards common to a health care setting. May be required to work extended hours. Physical activities include some stooping, bending and lifting, with possible prolonged period of sitting.

OTHER

Must also successfully complete the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee.

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JOB TITLE: **Coordinator, Billing – Breast & Cervical Services**
JOB CLASS NUMBER: **2011**
REVISED: **05/10**

POSITION SUMMARY/RESPONSIBILITIES

Enters, measures, monitors, bills and reconciles all billing activities related to breast and cervical cancer services grants and subcontracts. Major Functions include: billing, coordinating with departments on billing errors and additional information required. Compiles and reports progress on key indicators to staff and manager and prepares financial and data reports as required for grants. Participates in the departmental quality improvement program.

FUNCTIONS/BEHAVIORS

1. Enters data into the required grant data system to ensure accurate patient and key indicator tracking as well as accurate billing (E, 35%)
2. Participates in the development of policies and procedures affecting billing to ensure accurate billing and reimbursement for services rendered. (E, 10%)
3. Coordinates and communicates with departments to ensure patient data and billing is correctly coded. (E, 10%)
4. Maintains appropriate tracking reports for grants and management. (E, 10%)
5. Communicates directors, administrators, subcontractors and other key personnel on grant and subcontract billing-related issues (E, 10%)
6. Provides support to clinical staff by preparing and maintaining records, tracking systems, eligibility, lab and billing documentation. (E, 10%)
7. Provides navigation services as necessary to ensure patient's continuity of care (10%)
8. Performs other related duties as may be requested or assigned. (E, 5%)
9. **Demonstrates competence to perform assigned and general customer assistance responsibilities in a manner that meets the age-specific and development needs of customers encountered. (E)**
10. **Appropriately adapts work and customer assistance methods to accommodate the unique physical, psychosocial, cultural, age-specific and other developmental needs of customers (often patients). (E)**
15. **Supports University Health System mission, vision and values. Demonstrates established customer service behaviors and standards. Treats al l customers with courtesy, dignity, respect and professionalism. (E)**

SUPERVISION

Direction and guidance is received from the Director and/or Assistant Director

EDUCATION/EXPERIENCE

High school graduate or equivalent required. College or commercial courses in related field preferred. Three years strong experience in third party billing or collections is required. Hospital background is preferred.

ACCURACY

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Must be accurate in all aspects of performance of duties in reporting and following instructions, provided by supervisor.

EQUIPMENT

Use of keyboard with data entry embedded numeric keypad or standard CRT keyboard required. Working and user knowledge of computer and related office equipment (typewriter, calculator, etc.) is required.

WORKING CONDITIONS

Works in an office environment, subject to frequent pressure of deadlines and interruptions while adhering to accuracy. Occasionally requires the ability to lift, stoop, kneel, reach and pull. Strong verbal, written, listening, interpersonal skills and problem resolution experience is required. May work varying hours depending on the needs of the department. Must be able to sit and utilize a computer/keyboard up to 8 hours a day.

OTHER

Must successfully complete the pre-employment/post job offer health screening examination and the annual screening, each year thereafter, as an employee.

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Track Expenses for HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Track expenses to ensure appropriate management of funds	- Create checkbook - Enter expenses weekly - Review expenses and checkbook with financial accounting at monthly grants meeting	Monthly checkbook stored in shared drive Report submitted to monthly grants meeting	Program Coordinator	August 31, 2017

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Enroll HTW-eligible CareLink clients into HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Train CareLink Staff on HTW eligibility criteria and enrollment process	- Create a presentation and support documents - Schedule time at scheduled CareLink Friday staff meetings	Meeting scheduled and completed - Agenda - Meeting sign-in	Program Coordinator Contract Manager CareLink leadership	July 30, 2016
Ensure Medicaider is HTW-ready and compatible	- Work with Network Science to ensure compatability	Number of enrolled via Medicaider	CareLink Leadership Program Coordinator Contract Manager	September 30, 2016
Train staff on enrolling via Medicaider	- Create a presentation and support documents - Schedule time at scheduled CareLink Friday staff meetings	Number of HTW clients enrolled via Medicaider	CareLink Leadership Program Coordinator Contract Manager	September 30, 2016

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FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Implement a Quality Assurance Process for HTW				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Ensure QA Committee (Clinical Management Team or CMT) meets monthly	- Monthly Pre-CMT meeting for agenda conference - Monthly reporting documents	Monthly Meeting - Sign in sheets - Meeting minutes Documented and stored in the Women's Health admin offices	Executive Director for Women's Health and Medical Directors	August 31, 2017
Conducted HTW chart audits	RN auditor completes audit utilizing monitoring tool provided or a tool patterned after the DSHS Family Planning tool – 10 charts per clinic/quarter	Monitoring tools require 80% or better achieved on indicators Results are submitted into the CMT meeting notes	RN auditor	Quarterly through August 31, 2017
Provide overview of audit results to nursing administration	- Prepare audit - Finalize report and recommendations	Monthly – nurse supervisors meeting following the CMT meeting Sign in Sheet Meeting Notes	RN Auditor	Monthly – August 31, 2017

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FORM I: WORK PLAN

Program Component C Professional Development				
Goals: Integrate HTW education into the Women's Health education program				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Provide two LARC-specific education program for all Women's Health staff	- Schedule date and location - Confirm Medical Director for presentations - Identify and prepare material for distribution	Staff sign in sheet or badge scanner report Dates of training	RN Educators	August 31, 2017
Complete two eligibility trainings for billing/eligibility staff	- Schedule meetings - Confirm presenters - Identify and prepare material for distribution and reference	Sign in sheet Dates of traiing	Operations Manager, contract manager and program coordinator	August 31, 2017

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FORM I: WORK PLAN

Program Component D Recruitment				
Goals: Implement and outreach process for HTW enrollment				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Hire two outreach coordinators	- Confirm job description - Post position - Interview and hire	Staff hired	Contract Manager in collaboration with Executive Director for Women's Health and A Su Salud program staff	September 30, 2016
Inreach – enroll HTW-eligible CareLink members into HTW	- Identify HTW-eligible CareLink members - Mail a promotion piece – call to action is to call for screening and potential enrollment - Schedule appointment for enrollment	-Track number of women contacted - Number of women who respond - Number of women who enroll	Program Coordinator Outreach Staff	August 31, 2017

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FORM I: WORK PLAN

Program Component E LARC Usage				
Goals: Increase the utilization of LARCs				
Objectives	**Activities**	**Measurement**	**Staff Responsible**	**Completion Date**
Produce two newsletter/promotion pieces to utilize as education o the LARCs and their effectiveness	- Identify topics for inclusion - Identify role models - Layout and produce promo piece - Distribute at outreach activities	2 newsletter - Fall 2016 - Spring 2017	Program Coordinator Outreach Staff	May 2017

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FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Source of Assessment Data	Date of Source
Bexar County Community Health Assessment	2013
The Robert Wood Johnson County Health Rankings	2015
Office of the State Demographer, Methodist Healthcare Ministries of South Texas	2010
Texas Behavioral Risk Factor Surveillance System	2010
Texas Diabetes Council	2013
National Health Interview Survey	2009
San Antonio Metropolitan Health District, Health Profiles	2013
Optum	2015
Environmental Services Research Institute (ESRI)	2015
Community Medicine Associates 2014 Productivity Reports	2014
United States Bureau of the Census	2014
Texas Center for Health Statistics	2015

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Part B

1. The proposed service catchment area will be Bexar County, Texas. With a population of 1.8 million residents, Bexar County remains one of the fastest growing counties in the nation. The population remains relatively young (median age of 32 years) in comparison to the rest of the United States (median age of 37 years) and is considered a minority-majority county; 60 percent of county residents are Hispanic, of which almost half (49%) are of Mexican descent (Texas Center for Health Statistics, 2014). It is projected that the Hispanic population in this area will grow by 45 percent by the year 2040 (Office of the Texas State Demographer, 2012).

However, underlying this growth and human capital potential are longstanding social and economic disadvantages that have been shown to be strongly associated with poor health status, having limited to no access to health care services, and a lower life expectancy. For example, the most recent Bexar County health profile reports a high rate of adults and children living in poverty, with a chronic disease, being uninsured and delaying care due to medical care costs (Bexar County Community Health Assessment, 2013).

This complemented by the recent release of the 2015 county health rankings by the Robert Wood Johnson Foundation that place Bexar County, Texas as 74 out of 234 Texas counties for which county-level data is available (2015). These rankings include a series of demographic, economic, and health care indices that when combined serve to provide an overview of community health for a specific county. For example, according to data for Bexar County, it is estimated that 23 percent of county residents are uninsured with 24 percent of Bexar County children living in poverty, and 37 percent living in single-parent households (Robert Wood Johnson Foundation, 2015). In terms of health risk and behavior, it is estimated that 30 percent of Bexar County residents are obese, 16 percent report smoking, 19 percent report excessive drinking and where alcohol-related motor vehicle crashes accounted for 42% of all crash fatalities.

2 . The priority population for this program is females 15-44 who live in Bexar County and have a gross annual family income at or below 200%. In 2013, the female

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15-44 year old population of Bexar County was 393,807. Of the total 62% were Hispanic, 26% White non-Hispanic, 7% African American and 5% were of other ethnicities and races. Of the 26,526 babies born in 2013 to women ages 15-44, 50% were born to mothers who were on Medicaid.

Additionally, while Hispanics represent over half Bexar County's population, they suffer from social disparities such as access to health and consequent health outcomes. About 26% of Hispanics do not have health insurance. Data from the Behavioral Risk Factor Surveillance System indicate that 22.7% of Hispanics living in the San Antonio metropolitan statistical area did not see a doctor in the past year due to cost. Moreover, 26% have less than a high school education and 22% are living below federal poverty guidelines. These disparities impact health literacy and access to preventive care services and women's care. Language barriers also translate to limitations in access to care or lack of preventive care caused by poor communication between patients and health care providers. Combined low literacy and financial, educational, and cultural barriers of the under- and uninsured severely affects quality of life for Texas women.

3. Generally, the gaps in resources and potential barriers to improving health status are related to access to care and funding. Access to care affects all groups and remains a major issue in Bexar County despite the existence of UHS, federally qualified health centers, and community health centers. Bexar County qualifies as a partial-county Health Professional Shortage Area (HPSA) for primary medical care. HPSAs have one primary care physician for every 3,500+ population. These areas lack primary care physicians within a reasonable proximity to patients. In Bexar County Health care providers are concentrated in the Northwest part of San Antonio, close to major medical institutions. Fewer providers are located in neighborhoods on the west and south side of the downtown area, and the number and distribution of health care providers directly affects both the quantity and quality of care.

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Of the 4 largest local health systems in Bexar County, UHS is responsible for the indigent patients in the county, and therefore sees 3 times more uninsured than the rest of the local health systems combined. Many come from the west side of downtown (HPSA areas), but a large majority live in non-HPSA areas in the northwest sector of the county. Although the ratio of population to primary health providers is low, many providers do not see patients who are uninsured or covered by Medicaid or CHIP or entitlements in general. Some simply do not want to deal with publically funded programs, and others are concerned with lower reimbursement rates and requirements that often exist with some of the programs.

Using neighborhood clinics for primary and women's care supports these low income, uninsured, working patients by offering access to grant programs, acceptance of all entitlements, extended hours, pharmacy services, and preventive and women's health services including access to contraceptive care. Neighborhood clinics can also provide access to other support services such as the Women, Infant & Children (WIC) program, social services, and specialty medical care services.

This program will increase access to women's and basic primary care for uninsured women by eliminating three significant barriers: 1) lack of funding, 2) lack of access to primary and women's care in neighborhood clinics, and 3) transportation to care centers with clinics located in diverse areas of the community.

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 1 of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	X Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	X Yes	No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	X Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	X Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	X Yes	☐ No
Compliance with ADA requirements?	X Yes	☐ No
Financial management systems including secure data storage?	X Yes	No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 1of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	University Health System- Kenwood Clinic		
Street Address:	302 Dora		Suite :
City: San Antonio	County: Bexar	Zip Code: 78212	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8020		Fax: 210-644-8025	
Service Area *(counties to be served):*	*Bexar*		
Contact Person: La Fay, Bryan, RN			
Pharmacy License #: 25964	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes	☐ X No		
Mobile Site: ☐ Yes	☐ X No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00AM	11:00AM	12:00PM	6:00PM		
TUESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
WEDNESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
THURSDAY	7:00AM	11:00AM	12:00PM	6:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 2 of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # **2** of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System- Naco Perrin Clinic			
Street Address: 4020 Naco Perrin			Suite:
City: San Antonio	County: Bexar	Zip Code: 78217	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8920		Fax: 210-644-8925	
Service Area *(counties to be served):* *Bexar*			
Contact Person: Yolanda Benavides			
Pharmacy License #: 25966	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes ☐ X No			
Mobile Site: ☐ Yes ☐ X No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00AM	11:00AM	12:00PM	6:00PM		
TUESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
WEDNESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
THURSDAY	7:00AM	11:00AM	12:00PM	6:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 3 of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 3 of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System- Eastside Clinic			
Street Address: 210 N. Rio Grande			Suite :
City: San Antonio	County: Bexar	Zip Code: 78202	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8720		Fax: 210-644-8725	
Service Area *(counties to be served):*	*Bexar*		
Contact Person: Rebecca Neu, RN			
Pharmacy License #: TX5952	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes	☐ X No		
Mobile Site: ☐ Yes	☐ X No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:30AM	11:00AM	12:00PM	5:00PM		
TUESDAY	7:30AM	11:00AM	12:00PM	5:00PM		
WEDNESDAY	7:30AM	11:00AM	12:00PM	5:00PM		
THURSDAY	7:30AM	11:00AM	12:00PM	5:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 4 of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 4 of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System- Zarzamora Clinic			
Street Address: 4503 S. Zarzamora			Suite :
City: San Antonio	County: Bexar	Zip Code: 78211	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8620		Fax: 210-644-8625	
Service Area *(counties to be served):*	*Bexar*		
Contact Person: Estela Garcia, RN			
Pharmacy License #: 25965	Class: D		
TPI#: 092414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes ☐ X No			
Mobile Site: ☐ Yes ☐ X No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00AM	11:00AM	12:00PM	6:00PM		
TUESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
WEDNESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
THURSDAY	7:00AM	11:00AM	12:00PM	6:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # **5** of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # **5** of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System- Salinas Clinic			
Street Address: 630 S General McMullen			Suite :
City: San Antonio	County: Bexar	Zip Code: 78237	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8520		Fax: 210-644-8525	
Service Area *(counties to be served):*	*Bexar*		
Contact Person: Norma Gutierrez, RN			
Pharmacy License #: 25967	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes ☐ X No			
Mobile Site: ☐ Yes ☐ X No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00AM	11:00AM	12:00PM	6:00PM		
TUESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
WEDNESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
THURSDAY	7:00AM	11:00AM	12:00PM	6:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 6of 7

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 6 of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System- South Flores Clinic			
Street Address: 7902 S. Flores			Suite :
City: San Antonio	County: Bexar	Zip Code: 78221	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-644-8120		Fax: 210-644-8125	
Service Area *(counties to be served):*	*Bexar*		
Contact Person: Vyette Vasquez, RN			
Pharmacy License #: 25960	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐ Yes	☐ X No		
Mobile Site: ☐ Yes	☐ X No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:00AM	11:00AM	12:00PM	6:00PM		
TUESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
WEDNESDAY	7:00AM	11:00AM	12:00PM	6:00PM		
THURSDAY	7:00AM	11:00AM	12:00PM	6:00PM		
FRIDAY	9:30AM	11:00AM	12:00PM	4:00PM		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # **7 of 7**

Appropriate signage to identify funded entity?	☒ Yes	☐ No
Space for clinical and administrative staff?	☒ Yes	☐ No
Locked storage for charts, records, medications and medical supplies?	☒ Yes	☐ No
Proper disposal for medical waste?	☒ Yes	☐ No
CLIA certification for level of tests performed?	☒ Yes	☐ No
Handicap-accessible clinic sites that are geographically close to target population?	☒ Yes	☐ No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	☒ Yes	☐ No
Appropriate emergency policies/procedures and supplies as applicable?	☒ Yes	☐ No
Appropriate use of interpreter services and language translation (including resources for both)?	☒ Yes	☐ No
Compliance with ADA requirements?	☒ Yes	☐ No
Financial management systems including secure data storage?	☒ Yes	☐ No

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FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

Clinic Site # 7 of 7

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: University Health System – Robert B. Green Campus			
Street Address: 903 W. Martin			Suite: 4th Floor
City: San Antonio	County: Bexar	Zip Code: 78207	HSR: 8
Clinic APPOINTMENT Phone #: 210-358-8255			
Clinic PRIMARY Phone #: 210-358-3582		Fax: 210-358-3252	
Service Area *(counties to be served):* *Bexar*			
Contact Person: Evangelina Yerba, RN			
Pharmacy License #: 28968	Class: D		
TPI#: 902414401	NPI#: 1245313329		
Submission date of Medicaid Application:			
Subcontractor Site: ☐	Yes ☐	X No	
Mobile Site: ☐	Yes ☐	X No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00am	11:00am	12:00pm	4:30pm		
TUESDAY	08:00am	11:00am	12:00pm	4:30pm		
WEDNESDAY	08:00am	11:00am				
THURSDAY	08:00am	11:00am	12:00pm	4:30pm		
FRIDAY	08:00am	11:00am	12:00pm	04:30pm		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH					36	

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FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name of Respondent: **Bexar County Hospital District dba University Health System**

University Health System has an extensive staff development program that begins with orientation and includes online required training for all staff, software and computer program training, annual competencies for licensed staff and non-licensed staff at the organizational level as well as the department and job-specific levels.

1. Specific to women's health and the execution of the Healthy Texas Women program, UHS employs two Nurse Educators (RN) dedicated to providing clinical education and support to the staff working in the grant and preventive health clinics. One of the nurses is masters-prepared and the other is working on her Masters Degree. The nurses report to the Executive Director for the Department of Women's and Preventive Health Services, who is also a master's-prepared Registered Nurse with a specialization in education, and while they are assigned to Women's Health department, the educators also work closely with the ambulatory education team that is made up of nurse educators who support the ambulatory clinic in a variety of ways. One of the Nurse Educators is dedicated to grant-specific training for Expanded Primary Health Care and Family Planning. The other supports other grants as well as the required training for compliance with Joint Commission requirements.

2. The billing and eligibility staff work in various areas of the organization and are subject to training specific to their department and to the grants and programs they work with. The expectation is that the training for HTW will mirror the current training program for grants and current programs.

The front desk staff all go through a program called "Boot Camp" where they learn the processes for working the front desk of a clinic. The grant and preventive clinic front desk staff go through an additional training regarding grants and entitlements. The front desk are provided technical support by the Business Operations Manager for the Department of Women's and Preventive Health Services. The front desk are trained on grants and programs to ensure they are prepared to manage walk-ins, check eligibility, explain the program and enroll eligible women into the program. UHS has invested in a

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software program called Medicaider to ensure all documentation is completed and available electronically. Medicaider is working on making HTW eligibility is available through their system.

Many of the clients seen at the preventive clinics are made eligible for grants and programs by the CareLink staff prior to the clinic appointment. CareLink is University Health System's financial assistance program funded by county tax payers. The department operates separately of the clinical operations but also uses the same software program for eligibility. The CareLink service centers are located in varying geographical locations in the city. Each staff goes through a basic training followed by 6 weeks of observation of three basic areas – call center, front desk and financial access or enrollment. Following the observation period there is a period of 6-week for hands-on training where they are closely followed by their team lead or manager. The staff person is audited daily for the first 3 months of employment and then weekly following a successful orientation period. The CareLink staff are provided technical support from a team lead or service center daily. The CareLink participate in mandatory weekly meetings to share information, discuss audits and trends and to introduce new programs and updates.

The billing team is managed by the coordinator with responsibility for EPHC and Family Planning. The billers are trained by the coordinator on the specifics of each grant program. When a biller is hired they spend 1 month shadowing a biller and the coordinator to learn all aspects of the program. Once the biller is given full access to billing systems, the biller is audited daily by the coordinator. Once the coordinator is confident of the billers understanding of the system, the biller will be audited per the required timeframe of once every quarter.

3. University Health System Center for Learning Excellence is the department charged with the leading the Health System's staff development program. UHS has adapted a Triple Aim Plus business strategy – improve patient experience, quality, efficiency and access – as the core of the organization and the strategy carries into the learning and staff development program. The program includes a comprehensive on boarding process, new employee orientation, ambulatory and departmental orientation, New Director's Mentoring program, eLearning for all compliance training, license-

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required programs, Basic/Advanced/Pediatric Cardiac Life Support, Institute for Leaders, patient care skills and patient experience, personal and professional development, communication and team building, diversity and inclusion, tuition for continuing education and certification and a multitude of other offerings that are tailored to meet the need of the staff.

There are a significant number of education requirements that the Health System employees must complete annually. Many of the requirements are related to regulatory and licensing issues. The Preventive Health and Women's Health clinics are also required to provide grant specific training and education as prescribed by DSHS/HHSC. And annually, departmental staff are surveyed to ensure the education provided is meeting the needs of the staff. This year the staff requested additional information and training on Code White (armed intruder) and additional training on AEDs. The survey also helps identify how staff would like to learn. The latest assessment showed that most of the staff were tactile and visual learners.

Staff are required to complete annual competencies prior to the employees annual review and are found on the Health System's eLearning website. The online learning is an efficient and effective method of ensuring that all annual required competencies are completed. The online trainings required of all – The Appreciation Experience, Health Care Reform and the Patient-Centered Medical Home, Stroke Competency, Service Excellence, Resolution of Employee Concerns, Infection Control and Prevention, HIPAA Security Rule, HIPAA Privacy Awareness, Environment of Care and Safety, Emergency Preparedness, and the Road to Integrity – can be taken at the employees convenience prior to the deadline. There are also required clinical trainings that must be completed by all staff and are assigned based on the job functions. The clinical leadership in coordination with the Department of Quality Outcomes assign the trainings and provide the educators with tools and resources to complete. The Preventive Health and Women's clinics also have required trainings as specified by the grants that are operated in at the specific site.

To meet the educational demands, the Preventive Health and Women's Health clinic staff meet monthly for two hours to review any updates as well as complete the mandated requirements. The meetings are led by the nurse educators who also

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develop the calendars and coordinate presenters and resources. Both clinical and non-clinical staff meet together during this time. The operations staff also meet separately on a monthly basis to focus on the issues related to front desk and the nursing supervisors meet every other week to discuss clinical and operations issues.

Each month clinical audits and front desk audits are completed; additionally grant clinics complete a separate round of audits as detailed by the monitoring tools provided by DSHS/HHSC. The audits are done by a nurse that is hired specifically to audit and report findings. The findings are reported at two separate meeting the Clinical Management Team specific for grant related issues and Clinic Quality Indicators Meeting. The Executive Director for the Preventive Health and Women's Clinics is responsible for addressing the issues identified. The findings are presented by the nurse auditor at the Supervisor's Meeting following the audit. Each supervisor in coordination with the nurse educators are responsible for providing the one-on-one education to staff for whom a trend is identified. If the issue crosses staff and clinic lines, the nurse educators will work to develop a formal training to add to the education calendar.

4. UHS policy 4.08 outlines the UHS employee development system. UHS has a formal set of standards and measures that defines individual goals for the evaluation period, performance requirements, and other expectations set forth the Heath System. The development process of continuous improvement relies on the full and active participation of the employee and the immediate supervisor. It is a process that requires daily effort to continually communicate about job performance, to plan, coach and consult for job success, adapt work methods, and assess the quality of results the employee has achieved. Each performance standard is weighted to communicate the relative importance of one standard to another. A rating scale of 1,2, or 3 is assessed based on the specific work result. The overall performance rating of 100 to 300 points is produced when all standards are weighted and added together. Each evaluator has also the opportunity to address specific job-related success, issues, and identify a plan for the next evaluation period. The evaluation is submitted by the evaluator for a second level of review prior to the required performance evaluation conference which is required. Compensation awards are made to employees who meet and/or exceed the

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established description of a successful job performance.

Job specific functions (including HTW-related functions and tasks) are addressed within the evaluation but also as a part of a process of continuous improvement that relies on the active participation of the employee, supervisor, nurse educator and auditor. Based on monthly/quarterly audit results, employees are coached to ensure their success as well as compliance with clinical and operational expectations. When an issue is identified the nurse educator addresses with the supervisor and each supervisor in turn addresses and coaches their own employee or employees.

The clinics identified included in the RFP are experienced TWHP, Family Planning and grant clinics and the process to train, audit, coach and educate is established will also serve for the HTW program.

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HTW Certification

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APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System Kenwood Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *302 Dora San Antonio, TX 78212*

City/State/Zip Code *302 Dora San Antonio, TX 78212*

Telephone Number *210-644-8020*

Provider's primary physical address:

Street Address *302 Dora*

City/State/Zip Code *San Antonio, TX*

Telephone Number *210-644-8020*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Eastside Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *210 N. Rio Grande*

City/State/Zip Code *San Antonio, TX 78202*

Telephone Number *210-644-8707*

Provider's primary physical address:

Street Address *210 N Grande*

City/State/Zip Code *San Antonio, TX 78202*

Telephone Number *210-644-8707*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH.*** I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

6. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
   ✓ I affirm that this statement is true and correct.
7. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.
8. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
   ✓ I affirm that this statement is true and correct.
9. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
   e. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
   f. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   g. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
   h. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
   ✓ I affirm that this statement is true and correct.
10. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
   ✓ I affirm that this statement is true and correct.

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In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  d) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  e) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  f) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/ 2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Naco-Perrin Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *1245313329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *4020 Naco Perrin*

City/State/Zip Code *San Antonio, TX 78217*

Telephone Number *210-644-8920*

Provider's primary physical address:

Street Address *4020 Naco Perrin*

City/State/Zip Code *San Antonio, TX 78217*

Telephone Number *210-644-8920*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH.*** I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

11. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
12. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
13. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
    - ✓ I affirm that this statement is true and correct.
14. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
    i. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    j. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    k. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    l. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
    - ✓ I affirm that this statement is true and correct.
15. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  g) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  h) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  i) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification 07/***01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System\

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Salinas Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *630 S. General McMullen*

City/State/Zip Code *San Antonio, TX 78237*

Telephone Number *210-644-8520*

Provider's primary physical address:

Street Address *630 S. General McMullen*

City/State/Zip Code *San Antonio, TX 78237*

Telephone Number *210-644-8520*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH.*** I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President.*** I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

16. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

✓ I affirm that this statement is true and correct.

17. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

✓ I affirm that this statement is true and correct.

18. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

✓ I affirm that this statement is true and correct.

19. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

m. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

n. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

o. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

p. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

✓ I affirm that this statement is true and correct.

20. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - j) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - k) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - l) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

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Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- South Flores Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *7902 S. Flores*

City/State/Zip Code *San Antonio, TX 78221*

Telephone Number *210-644-8120*

Provider's primary physical address:

Street Address *7902 S. Flores*

City/State/Zip Code *San Antonio, TX 78221*

Telephone Number *210-644-8120*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

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My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

21. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
22. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
23. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
    - ✓ I affirm that this statement is true and correct.
24. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
    - q. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    - r. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    - s. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    - t. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
    - ✓ I affirm that this statement is true and correct.
25. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  m) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  n) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  o) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD. MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Zarzamora Clinic*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *4503 S. Zarzamora*

City/State/Zip Code *San Antonio, TX 78211*

Telephone Number *210-644-8620*

Provider's primary physical address:

Street Address *4503 S. Zarzamora*

City/State/Zip Code *San Antonio, TX 78211*

Telephone Number *210-644-8620*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

26. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
27. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
28. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
    - ✓ I affirm that this statement is true and correct.
29. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
    - u. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    - v. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    - w. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    - x. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
    - ✓ I affirm that this statement is true and correct.
30. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  p) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  q) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  r) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

This certification pertains to the following billing or performing provider:

Provider Name *University Health System- Robert B. Green Campus*

Federal Tax ID Number *74-6002164*

NPI Number *124513329*

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address *903 W. Martin 4th Floor*

City/State/Zip Code *San Antonio, TX 78207*

Telephone Number *210-358-3582*

Provider's primary physical address:

Street Address *903 W. Martin 4Th Floor*

City/State/Zip Code *San Antonio, TX 78207*

Telephone Number *210-358-5742*

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

My name is ***Roberto Villarreal, MD, MPH***. I am the provider or, if the provider is an organization, I am the provider's ***Senior Vice President***. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

31. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
32. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.
33. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
    - ✓ I affirm that this statement is true and correct.
34. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
    - y. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
    - z. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
    - aa. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
    - bb. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
    - ✓ I affirm that this statement is true and correct.
35. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
    - ✓ I affirm that this statement is true and correct.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.

- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.

- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.

- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.

- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  s) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  t) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  u) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective Date of Certification ***07/01/2016*** through ***12/31/2016***

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: ***Roberto Villarreal, MD, MPH***

Title: ***Senior Vice President***

Date: 4-22-16

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Section3: Value-Added

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

There are of benefits that University Health System brings to the launch of the HTW program.

- Experience with the launch of a new program - Expanded Primary Health Care
- The Medicaider soft-ware program and electronic storage of documents
- Continuity of Care
- Experience

As DSHS launched and adapted the Expanded Primary Health Care program over the last three years, UHS adapted as well. As the program grew and evolved so did the clinical, operational and financial procedures to be able to provide, document and report the services provided through the grant. UHS adapted to the billing procedures as well as the financial reporting that was required with the launch of a new program and successfully completed a financial audit on the program in August of 2014 and a successful eligibility and clinical audit in 2015.

One of the reasons for the successful eligibility audit was the use of the Medicaider program. The program is used to enroll women into the Health System's financial assistance program, CareLink, and into the DSHS/HHSC grant programs of EPHC, Family Planning, BCCS and Title V. The software program minimizes the error rate when calculating income and gathering documentation. Additionally, UHS has invested in an electronic storage system which stores all required eligibility documents, including proof of income. The software program and the storage system allows staff to verify eligibility prior to the clinic visit. The company is working on adding HTW enrollment documentation as well.

UHS is uniquely positioned to offer true continuity of care to women who are provided services under the HTW program. CareLink, has virtually the same financial requirements as does HTW. Through this additional service, UHS will be able to meet the medical needs of the HTW clients should they be in need of services not covered under HTW.

And finally, UHS has had years of successful experience providing family planning and well-woman care to the Bexar County community. The Health System's previous experience with grant and entitlement programs' clinical and operational standards will ensure that Healthy Texas Women will have a success introduction into the Bexar County community.

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Section 4: Assumptions

Legal Business Name of Respondent: Bexar County Hospital District dba University Health System

Clinical

- The clinical expectations as outlined in the policy manual to come will be much like the current grant and entitlement programs
- The training requirements for staff to be published will similar to the current grant and entitlement programs
- Nurses and other licensed personnel will be able to provide services as with current grant and entitlement programs given appropriate SDOs and SOPs
- Training/orientation will be provided to contractors

Enrollment/Eligibility

- The online enrollment process will launch in September
- Network Sciences, Medicaider, will be able to adapt the system to include HTW making more efficient to assist women with enrollment
- Notification will be provided to pregnant women currently covered under Medicaid of their automatic enrollment into the program
- Consideration and direction will be given to women who cannot provide documentation for enrollment or women who are covered under a plan that does not include certain types of contraceptives ie, LARCs
- Training/orientation will be provided to contractors

RFP Response

- Community Outreach plan will be able to be solidified and confirmed through the launch process
- Successfully respondents will be able to add clinics to be covered under the categorical RFP

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Section 5

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1
for
SOLICITATION: # 529-16-0094

Date: 3/31/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**
Date Due: 04/21/2016	**Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:
This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.

Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 4-22-16

Printed or Typed Name of Authorized Signature: Roberto Villarreal, MD, MHP

Business Entity Name: Bexar County Hospital District dba University Health System

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**
Date Due: 04/27/2016	**Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP Amendment -- 4-15-1	HTW Sign In Sheet.PDF	Microsoft Excel Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 4-22-16

Printed or Typed Name of Authorized Signature: Roberto Villarreal, MD, MPH

Business Entity Name: Bexar County Hospital District dba University Health System

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TEXAS Health and Human Services System

HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3
for
SOLICITATION: # 529-16-0094

Date: 4/20/2016	**PCS Purchaser/Contract Administrator: Mahsa Azadi** **Phone: 512-406-2410** **Fax: 512-406-2688**

Date Due: 05/2/2016 **Time Due: 2:00 pm**

DESCRIPTION OF THE ADDENDUM:
This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.

HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: 4-26-16

Printed or Typed Name of Authorized Signature: ROBERTO VILLARREAL, MD

Business Entity Name: UNIVERSITY HEALTH SYSTEM

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Section 6

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Rev. 09/15

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract** in place for more than five (5) years *does not meet or exceed* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☑ Section 1 - Respondent and Requisition Information
- ☑ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☑ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☑ Section 2 c. - No
- ☑ Section 2 d. - No
- ☑ Section 4 - Affirmation
- ☑ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

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HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Bexar County Hospital District dba University Health System
State of Texas VID #: 17460021649

Point of Contact: Anna McAndrew
Phone #: 210-358-3222

E-mail Address: anna.mcandrew@uhs-sa.com
Fax #: 210-358-3895

b. Is your company a State of Texas certified HUB? ☐ - Yes ☑ - No

c. Requisition #: 529-16-0094
Bid Open Date: 03/22/2016 (mm/dd/yyyy)

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Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☑ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	UTHSCSA Medical Direction	%	%	7 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

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Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Roberto Villarreal, MD, MPH	Sr Vice President	04/26/2016
	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded **"Yes"** to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded **"No" SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 **Description:** UTHSCSA Medical Direction

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Bexar County Hospital District dba University Health System Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 **Description:** UTHSCSA Medical Direction

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
University of Texas Health Science Center	☐ - Yes ☑ - No	74-1586031	$ 39,120	7 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

University Health System has a long standing affiliation with the University of Texas Health Science Center at San Antonio (UTHSCSA). The System's facilities serve as the major teaching facilities for many of UTHSCSA's health care programs, including the Department of OB/Gyn, Radiology and Pathology. Department faculty provide medical direction for the current Family Planning and Expanded Primary Health Care Program; EPHC will become the HTW Program when launched.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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Rev. 09/15

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1.** Submit your response to the point-of-contact referenced in **Section A.**

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Bexar County Hospital District dba University Health System
State of Texas VID #: 17460021649
Point-of-Contact: Anna McAndrew
Phone #: 210-358-3222
E-mail Address: anna.mcandrew@uhs-sa.com
Fax #: 210-358-3895

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:
Point-of-Contact:
Phone #:
Requisition #: 529-16-0094
Bid Open Date: 03/22/2016 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) **on** _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

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Section 7

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State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Roberto Villarreal, MD, MPH
Printed Name

Senior Vice President
Title

4-27-16
Date

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CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☒ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Bexar County Hospital District dba University Health System	17460021649	529-16-0094

Signature of Authorize Representative

4-22-16
Date

Printed/Typed Name and Title of Authorized Representative
Roberto Villarreal, MD, MPH

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HHSC RFP No.: 529-16-0094

Respondent Name: Bexar County Hospital District dba University Health System

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

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10. The respondent does not have personal or business interests that present a conf lict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.

17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

18. The respondent acknowledges all addenda and amendments to the RFP.

Signature

Roberto Villarreal, MD, MPH
Printed Name

Sr. Vice President
Title

4-22-16
Date

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CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☒ Yes ☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Bexar Co Hospital District dba University Health System	17460021649	529-16-0094

Name of Authorized Representative (type or print)	Title	Signature--Authorize Representative	Date
Roberto Villarreal, MD, MPH	Sr. Vice President	[signature]	4-22-16

HHSC
5/24/95

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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Authorized signature

Bexar County Hospital District dba University Health System
Name of Contractor/Vendor

4-27-16
Date

Roberto Villarreal, MD, MPH
Printed Name of Individual

Senior Vice President, Research & Information Managment
Title of Individual

DocuSign Envelope ID: 41BED7E5-9EC2-48FC-938D-7CBEF8D45C17

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: Bexar County Hospital District dba Univ Health System

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Bexar County Hospital District
2. Doing Business As: University Health System
3. Physical Address: 4502 Medical Drive
4. Mailing Address: 4502 Medical Drive, MS45-2
5. Taxpayer Identification Number: 74-6002164
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☒ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify):
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable:
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:
Name: George B Hernandez, Jr
Title: President & CEO
Mailing Address: 4502 Medical Drive, MS45-2
San Antonio, TX 78229
Telephone: 210-358-2000
Fax: 210-358-2011
E-mail: george.hernandez@uhs-sa.com

2. Primary Contact for Proposal Questions:
Name: Anna McAndrew
Title: Director, Health Care Services
Mailing Address: 903 W Martin
San Antonio, TX 78229
Telephone: 210-358-3222
Fax: 210-358-3895
E-mail: anna.mcandrew@uhs-sa.com

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: University of Texas Health Science Center San Antonio
2. Doing Business As:
3. Physical Address: 7703 Floyd Curl Drive, San Antonio 78229

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4. Mailing Address: 7703 Floyd Curl, San Antonio, TX 78229
5. Taxpayer Identification Number: 741586031
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☒ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: _____
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____
6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☐ No

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Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

Have you attached additional pages for Part 5? ☐ Yes ☐ No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

Have you attached additional pages for Part 6? ☐ Yes ☐ No

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Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

Have you attached additional pages for Part 7? ☐ Yes ☐ No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: _____
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No

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TEXAS Health and Human Services System

HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: Bexar County Hospital District dba Univ Heal Address: 4502 Medical Drive City: San Antonio State: TX ZIP: 78229 Main Telephone #: 210-358-4000 Website: universityhealthsystem.com
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 6500
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 1
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. **Security Official:** Name: Bill Johnson Address: 8131 Pinebrook Drive City: San Antonio State: TX ZIP: 78230 Telephone #: 210-644-0350 Email Address: bill.phillips@uhs-sa.com B. **Privacy Official:** Name: Sherry Johnson Address: 4502 Medical Drive, MS 134-1 City: San Antonio State: TX ZIP: 78229 Telephone #: 210-743-6541 Email Address: sherry.johnson@uhs-sa.com

5. HHS Agency Information Provide the following information if known.

Contract Mgr:		Email Address:		Agency:	HHSC
Telephone #:		Requesting Dept:		PO/Contract #:	

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 10,024
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	10,000
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	22
d. Data Centers. Number of Data Centers in use.	2
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	**Select Option**
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	(•) a. ( ) b. ( ) c. ( ) d.
8. HIPAA Business Associate Agreement	**Yes or No**
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	(•) Yes ( ) No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	(•) Yes ( ) No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	**Yes or No**
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	(•) Yes ( ) No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	(•) Yes ( ) No
10. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	(•) Yes ( ) No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
1. **Written Policies & Procedures.** Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	☐ No Electronic Systems
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

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3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

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8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (**FIPS 140-2 encryption*** preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (**FIPS 140-2 encryption*** preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

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14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	(•) Yes ( ) No
Action Plan for Compliance with a timeline:	Compliance Date:

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: 	Date: 4-27-16

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

Submit by email

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Attachment E – Grantee UTC

VERSION 2.12

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HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

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such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

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Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

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the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

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ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

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determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

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or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

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Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

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the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

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9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

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additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

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c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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Attachment F – HHSC Special Conditions Version 1.0

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HHSC Special Conditions – Version 1.0
Published and Effective: March 1, 2016
Responsible Office: Office of Chief Counsel, HHSC Contract Group

Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

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the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

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(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

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(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

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AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

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ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

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14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

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State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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Attachment H – Federal Assurances

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

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all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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Attachment I – DUA

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DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
BEXAR **("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency _____("HHS") and BEXAR ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 529-16-0132-00030 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.504(e)(1)-(3)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

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"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

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relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

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administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

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(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

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investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

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Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

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otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

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Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

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insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201 .	**DATE:**	_____